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Current Topics.

THE SITTING of a third division of the Court of Appeal has been the subject of various rumours this week, but although it is announced that the court will sit on Monday next, and will proceed with the hearing of King's Bench Final Appeals, no authoritative statement as to its constitution has yet appeared. Apparently it is intended that it shall be composed of the Lord Chancellor, the Lord Chief Justice, and Sir FRANCIS JEUNE, and if this is so, and these judges continue to be available for any length of time, an effective inroad should be made upon the present formidable list of arrears. It must be remembered, however, that the duties of all three of the members lie elsewhere, and it will be interesting to note how the arrangement, if the court is really so constituted, will work. As a court, it is needless to add, nothing could be better.

WE PRINT elsewhere a correspondence which has passed between the President of the Incorporated Law Society and Judge LUMLEY SMITH with reference to the supposed ruling of that judge that a solicitor-plaintiff must conduct his own case and will not be allowed the fee of counsel retained by him. It now appears that the judge was incorrectly reported; that he did not intend to lay down as a fixed principle that a solicitor-plaintiff must conduct his own case, his remarks being intended to apply only to actions for costs under £10, and that in the case in which the remarks were made he actually certified for counsel, considering that the defendant had foreshadowed a defence which made it reasonable to instruct counsel.

TWO CASES, *Blakeley v. Muller* and *Hobson v. Pattenden*, which have just been decided by a Divisional Court (Lord ALVERSTONE, C.J., and WILLS and CHANNELL, JJ.) will go far to settle the controversy which has arisen as to the right of hirers of seats to view the coronation processions in June last to recover back the money which they had paid. The argument for the hirer was that he must be taken to have purchased a view of the procession, and not a seat from which the procession

might or might not be viewed, and that in the circumstances the consideration had wholly failed. The Divisional Court were unable to adopt this view, and gave judgment in each case for the defendant. The court expressed their disapproval of the case of *Krell v. Henry*, decided by DARLING, J., in August last, and in which that learned judge took a different view. This case of *Krell v. Henry* is referred to in the preface of the last edition of Woodfall's Landlord and Tenant as being one of the most important cases decided since the previous edition.

THE TERRIBLE fire which has just occurred at Colney Hatch is likely to revive the discussion which has arisen on previous occasions, as to whether it would not be expedient to enable the urban or rural authority to appoint some officer to inquire into the origin of fires, even where no death has ensued. It was finally decided in the case of *Reg. v. Herford* (29 L. J. Q. B. 249) that a coroner has no power to hold an inquisition respecting the origin of a fire, though it appeared that in London, Lincoln, Doncaster, and other places coroners had of late years occasionally held such inquests, and the court expressed no opinion as to whether it would or would not be an advantage that such a jurisdiction should be exercised. The Coroners Act, 1887, which abolishes certain jurisdictions of the coroners, gives its sanction to the previous decision of the court. A power to direct official inquiries in the case of fires would have to be exercised with due discretion, or it might lead in some cases to serious hardship. But we are disposed to think that if such a power were cautiously exercised it might be highly beneficial, and might lead to the collection of a mass of information which might be useful in the framing of regulations for the prevention of these accidents.

IN SOME quarters it seems to have created surprise that Mr. Justice WILLS should have sentenced LYNCH, and to have been assumed that the Lord Chief Justice, as president of the court, would have discharged this final, solemn and dramatic duty at the close of a memorable trial. Perhaps the mistake arose owing to the fact that the late Lord Chief Justice, who presided at the trial of Dr. JAMESON, pronounced sentence in that case. But the fact is that the late Lord Chief Justice in the JAMESON case departed from a very well established rule—that sentence in these cases should be pronounced by the senior puisne judge. It may not be generally known, but it is an interesting historical fact, that the senior puisne judge of the Court of King's Bench used to draw an extra salary of £40 a year in consideration of the performance of that duty. The last judge to draw this extra salary was BLACKBURN, J., in whose favour section 29 of the Judicature Act, 1875, preserved it. No one who heard Mr. Justice WILLS' address to the prisoner previous to sentence will regret that the old tradition was followed in this case. Though his remarks might possibly have been shortened with advantage, they will long live in the memory of those present.

THE CASE of *Matrieff v. Crossfield*, decided last week, is a useful reminder that it is very dangerous to rely on the custom of any particular trade or business as a defence to a claim which, but for such alleged custom, would be a good one at common law. For it must be remembered—and it cannot be too strongly insisted upon—that it is not enough to prove that a certain course of business is the custom in any particular trade. Nor is it sufficient to shew that it is a custom universally recognized and acquiesced in by the great majority of persons who deal in that particular business, if it runs counter to some accepted principle of law. As it was well put in *Robinson v. Mollett* (L. R. 7 H. L., at p. 817) by BRETT, J., "Customs of trade, as distinguished from other customs, are generally courses of business invented or relied upon in order to modify or evade some application which has been laid down by the courts of some rule of law to business, and which application has seemed irksome to merchants." Of course, as between members of any particular trade or business—such as members of the Stock Exchange, or

brokers and underwriters at Lloyds—there is no hardship in holding the individual members bound by the customs of their trade, because a knowledge of them is justly presumed from the fact that the parties to the contract are dealing in the same market or trade. But in the case of a stranger to the particular market or trade, the very salutary rule was early established that the mere fact of his having dealings with the trade or market in which such custom prevailed should not affect him constructively with notice of such custom, and that in order to render him liable he must be affected with knowledge in fact of such custom. Then he will be considered as having elected to make the custom a term of his contract: *Sweeting v. Pearce* (9 C. B. N. S. 534). In the case under notice it was argued that the defendant must be taken to have known of the custom invoked—namely, for underwriter and broker to set off losses against premiums—because he had long been engaged in transactions with the broker, and the custom was notorious in the business. But these facts were only evidence upon which it would be open to the court or jury to find that he knew of the existence of the custom as a fact. This rule of law as to the binding effect of special customs is a very useful and salutary one. For, as was pointed out in *Robinson v. Mollett* (*supra*), when considerable numbers of men of business, carry on one side of a particular business, they are apt to set up a custom which acts very much in favour of their side of the business.

THE FACT that a large number of persons, describing themselves as unemployed workmen, have during the last week walked in procession through the main streets of London begging for charitable assistance from the public has excited much comment. The question has been asked whether this is not a breach of the Vagrancy Act, 1824 (5 Geo. 4, c. 83), s. 3, which enacts that "every person wandering about or placing himself or herself in any public place, street, highway, court, or passage to beg or gather alms . . . shall be deemed an idle and disorderly person within the true intent and meaning of this Act, and liable, upon conviction, to be imprisoned in the house of correction for any time not exceeding one calendar month"? But the question may be said to be concluded by a decision in the King's Bench Division (1884) *Pointon v. Hill* (12 Q. B. D. 306). In that case the appellants, who were colliers on strike, drew a waggon on which was inscribed "Children's Bread Waggon," whilst others called from house to house with collecting books, and begged for assistance in money or kind. Upon an information charging them with an offence within the meaning of section 3 already referred to, the magistrate held that they were to be deemed persons wandering abroad to beg or gather alms within the meaning of the Act, and imposed a fine upon them. A case having been stated for the opinion of the court, it was argued that if the construction put upon the Act by the magistrate were correct, every person, in whatever position, and however respectable, who went about to ask for charitable contributions might be convicted, and, amongst others, those who place themselves in the streets on a particular day in the year to solicit offerings for the hospitals. This view of the case was adopted by the court (CAVE, J., and A. L. SMITH, J.), who held that the statute was aimed against persons who make it their habit and mode of life to wander abroad and beg and gather alms, but that if a person—not as a regular mode of living—but for some object not in itself unlawful, goes from house to house and solicits subscriptions, that is not within the meaning of the Act. We are not aware that this decision has ever been subjected to any adverse criticism, and we certainly think that it would be scarcely possible to distinguish the case from that of persons who sit in the public streets and solicit contributions for the hospitals. We think, however, that the large increase in the practice of soliciting charitable contributions in the public streets is much to be regretted. There will always be the risk that a number of beggars and impostors will hold themselves out as belonging to the respectable class which is asking for assistance, and it will be difficult for the public to distinguish between them. Without wishing to revive the old practice of granting certificates enabling persons to ask for alms, we think that some restrictions might reasonably be placed on the gathering of alms in public thoroughfares.

THE RECENT trial for murder at the Suffolk Assizes illustrates a weak spot in our criminal procedure in a very startling and painful manner. It is a most calamitous thing for a jury twice to fail to agree in a matter of life or death, to submit a wretched man time after time to the fearful ordeal of a trial for murder, and to keep him many months in prison awaiting his fate. In a doubtful case our law that a jury must arrive at a unanimous verdict must inevitably lead sometimes to this sort of deadlock. Still there does not seem to have ever been any strong expression of public opinion in favour of any change as far as criminal trials are concerned; and it is not easy to suggest any remedy that would prove acceptable. Where one man out of twelve is convinced of a prisoner's innocence, probably no one will suggest that he should yield his opinion to the majority and agree to a verdict of guilty. That verdict has only one meaning. But where the majority of a jury are for an acquittal, and only a small number are for a conviction, the minority might, with clear consciences, give way, for a verdict of not guilty may have one of two meanings. It may mean that the jury consider the prisoner to be innocent; or it may merely imply that the evidence has not been sufficient to convince their minds of his guilt beyond reasonable doubt, and so may amount to a verdict of not proven. Few more painful trials have even taken place in this country than these two abortive trials of GARDINER. The public conscience is deeply stirred at the prospect of the unfortunate man having to be in prison till next June, and then to stand his trial for the third time, more than a year after the alleged crime was committed. Such a course ought not to be followed. It savours too much of torture, both of the prisoner and of his relations. There are two alternatives at least. The first is to promptly move the case up to London, and get the third trial over as soon as possible. It seems clear that section 3 of 19 & 20 Vict. c. 16 gives the High Court power in any case of felony to order the trial to take place at the Central Criminal Court whenever it appears "that it is expedient to the ends of justice" that the prisoner should be tried at that court. It has been said that the order will not usually be made unless the court is satisfied that a fair trial cannot be had in the original venue, but it is submitted that the court's discretion is clearly not limited to this case, and that it would certainly be "expedient to the ends of justice" in the peculiar circumstances of GARDINER's case to make the order. Further, it is suggested that such an order may be demanded as of right by the Attorney-General, and that, in the interests of justice, he should in this case make such demand, unless the second alternative is adopted. That is, for the same high officer to enter a *nolle prosequi* and abandon the proceedings altogether. He, no doubt, has power to do so, and this is a case in which that power might be very properly exercised. Since the above observations were in type, we learn, with much satisfaction, that this course has been adopted, and that GARDINER has been released.

IT SOMETIMES happens that a landlord, whose tenant holds by the week or year, engages that he will not terminate the tenancy so long as the rent is duly paid. The result obviously is that, according to the terms of the agreement, the tenant is entitled, upon paying his rent, to remain in possession for life, and unless any legal difficulty stands in the way, he has an estate for life in the premises. An estate for life, however, can only be created by deed, and unless the agreement by the landlord is under seal, the tenant cannot at law have the benefit of it. It has been hitherto considered that, save where the agreement was executory, and not intended to operate as a present demise (see *Re King's Leasehold Estates* 21 W. R. 881, L. R. 16 Eq. 521), he could have no assistance in equity, but this view, which was founded on the decision of Lord ELDON in *Broune v. Warner* (14 Ves. 409) and of the Court of Appeal in *Cheshire Lines Committee v. Lewis* (50 L. J. Q. B. 121), has now been declared by the Court of Appeal in *Zimble v. Abrahams* (*Times*, 29th inst.) to be erroneous. The requirement of a deed in such cases is based on the Real Property Act, 1845 (8 & 9 Vict. c. 106), and an instrument required by that statute to be under seal is not void altogether, but is only "void at law." The effect of this provision was considered in *Parker v. Taswell* (2

De G. & J. 559), and it was held that an instrument void at law under the statute might still be effectual in equity as an agreement, even though the intention was that it should operate as a present demise. This seems to have been overlooked in *Cheshire Lines Committee v. Lewis* (*supra*), where it was held that an agreement such as that described above was void at law since it was not under seal, and, being intended to operate as a present demise, it could not be treated as an agreement. In the present case of *Zimble v. Abrahams* (*supra*), however, the Court of Appeal have held that the principle of *Parker v. Taswell* applies to a lease for life just as much as to a lease for years. Consequently, even though the instrument purports to create an immediate tenancy, yet, inasmuch as it fails at law by reason of the statute, equity will treat it as an agreement, and the tenant, if he is willing to accept a grant of a life estate by deed, is entitled to have the interest which was conferred upon him by writing not under seal confirmed in this way.

A CURIOUS case was decided by one of the police courts in Paris a few days ago. The Baron DE SIBERT claimed the not extravagant sum of 20 centimes (twopence, English) as compensation payable to him by a railway company. This compensation was claimed for the loss of a child's balloon, which had been carried by the little daughter of the baron, and which she was compelled to abandon in the public street before the company would allow her to descend to their station. The court dismissed the claim, holding that, even if a possible explosion of the child's balloon was not dangerous, it might create a panic, and that the company were warranted in refusing to allow it to be brought into the station. The regulations affecting the management of railways on the Continent resemble those in force in this country, but a similar proceeding on the part of an English company would excite surprise and ridicule. Our law as to the conveyance of fireworks is chiefly contained in the Explosives Act, 1875, and the risk provided against is clearly not a shock to the nerves of the public which might possibly be caused by a popgun or a toy balloon.

The Lynch Trial.

AFTER an interval of so many years that no one now practising law can have seen the last case, a trial for treason has taken place in this country. There are several peculiarities in a treason trial which are not found in trials for other crimes. In the first place, the crime is defined by a statute of extreme antiquity, enacted no less than 552 years ago, but still, to a great extent, untouched by later legislation. By a statute of William 3 it is provided that a copy of the indictment shall be delivered to the person charged with treason at least five days before his trial. By the same Act, the accused person was allowed to have the assistance of counsel, but, strange to say, the counsel must be assigned to him, to a number not exceeding two, by the court. The court, however, must assign to the accused the counsel chosen by him, and it seems to have no discretion whatever in the matter, and free access to the accused, pending the trial, is given to such counsel. The right to make their defence by counsel was not given to persons charged with other crimes till 1836.

It is also provided that, two days at least before the trial, the sheriff shall deliver to the accused a copy of the panel of the jurors who are summoned to try him. To these jurors the alleged traitor has a peremptory right of challenge to the number of thirty-five, while in cases of other felonies the number is twenty. One of the most important of the peculiarities of the law of treason is that there must be at least two witnesses to give direct evidence against the accused; but they need not both give evidence as to the same overt act—one may testify to one overt act, and a second to another overt act of the same treason.

Unlike most crimes, there is a period of limitation in cases of treason, for no one can be tried unless the indictment is found within three years of the committing of the act complained of. This provision, however, appears to apply only to acts of treason committed in England or Wales, and expressly does not apply to treason by attempting the life of the king.

Until the year 1814, the punishment for treason was carried out by drawing the criminal on a hurdle to the place of execution, there hanging him, but not till he was dead, taking him down, and, while yet alive, disbowelling him and burning the bowels before his face. The head was then severed from the wretch's body and the body was divided into four pieces, which were at the king's disposal. In 1814 it was provided that the traitor should be hanged till dead, and the disbowelling was abolished; but the drawing, beheading, and quartering remained part of the legal sentence, and were not abolished till 1870. The punishment is now simply death by hanging, but the king has power to substitute decapitation for hanging. The hanging must, however, apparently, be carried out in public, for the Act of 1868, which provides that death sentences shall be executed within the walls of a prison, only applies to hangings for murder.

The recent trial for treason, although of great importance, was a very simple case, in spite of the great amount of form and ceremony with which it was surrounded. The facts were not really disputed, and the able counsel who appeared for the defence seem to have been very hard put to it to find anything to say which could bear the slightest amount of examination. One of the points taken on behalf of the prisoner depended on the fact that the acts of treason were not committed in the realm; but, according to the words of the old Act, he was guilty if he was "adherent to the king's enemies in his realm, giving to them aid and comfort in the realm or elsewhere." There is, no doubt, some little confusion or ambiguity on the face of the words, but "or elsewhere" must have some meaning, and the judges gave it the only meaning agreeable with common sense. It was quite clear that the prisoner did give the enemy aid outside the realm.

The defence, however, which was most strongly urged upon the court, depended upon section 6 of the Naturalization Act, 1870. That section provides that any British subject who voluntarily becomes naturalized in a foreign state, shall be deemed from that time "to have ceased to be a British subject, and be regarded as an alien." There must, however, be read with this Act a proviso that the British subject is not forbidden by law to become naturalized. By the common law of England, any contract with an alien enemy is void, even though he be a private individual. Much more, therefore, must a contract with the hostile state itself be void. The act of naturalization is clearly a contract with the foreign state, and if that state is one with which this country is at war, such contract is void at law, and there is nothing to the contrary in the Act of 1870. Any other view lands us in the most grotesque absurdities, and it is really hard to see how counsel can gravely argue that a British subject in time of war can, by becoming naturalized with the enemy, escape all his obligations to his own country. If this were the law, a deserter from our army could become naturalized, then fight against his native country, and, on being taken prisoner, claim all the rights and privileges of a prisoner of war. In fact, the very act of naturalization in time of war is an overt act of treason. It amounts clearly to adhering to the enemy, and in no country in the world could such an act be considered lawful. When the Naturalization Act, 1870, sets out certain consequences of naturalization, it must be implied that such naturalization is a lawful naturalization, and not an act forbidden by the law, and really amounting to a crime in itself.

Mr. Justice Gorell Barnes has returned to his duties on the bench, having recovered from his recent illness.

The Lord Chief Justice, in presiding over a meeting of the Society of Arts held on Wednesday, at which Mr. Dixon H. Davies read a paper condemning municipal trading, strongly supported the demand for a Royal Commission to inquire fully into the subject. He said it was extremely important before fresh statutory powers were given to corporations that the subject should be thoroughly understood, that the nation should know whether it was going, and that the influences which brought undue pressure to bear upon Members of Parliament in respect to corporation Bills should be thoroughly examined. Only those who had been in the House of Commons knew the almost unfair way in which the power of municipal bodies was brought to bear not only upon the local member, who was quite unable to resist the pressure, but upon the general body of members through the Municipal Corporations Association. The result was that questions affecting municipalities were not fairly discussed.

Trade Union Funds.

THE question raised in the case of *Howden v. Yorkshire Miners' Association* (Times, 28th inst.), decided by the Court of Appeal on Tuesday, is a further illustration of the anomalous position in which trade unions stand. *Prima facie*, a trade union, since its objects are in restraint of trade, is an unlawful association. The members were formerly liable to be indicted for conspiracy, and agreements entered into in furtherance of the purposes of the union were not enforceable. To remove the difficulty thus placed in the way of combinations among workmen, the Trade Union Act, 1871 (34 & 35 Vict. c. 31), was passed. Section 2 declared that the purposes of a trade union were not, by reason merely that they were in restraint of trade, to be deemed to be unlawful so as to render any member of the union liable to criminal prosecution for conspiracy or otherwise; and section 3 declared that the purposes of any trade union were not, by reason merely that they were in restraint of trade, unlawful so as to render void or voidable any agreement or trust. But although these provisions removed from trade unions the taint of illegality, yet the Legislature stopped short of recognizing the agreements between the members as binding in all cases, and section 4 enacted that nothing in the Act was to "enable any court to entertain any legal proceeding instituted with the object of directly enforcing or recovering damages for the breach of any of" five specified classes of agreements. Among these classes were included (1) "any agreement between members of a trade union as such concerning the conditions on which any members for the time being of such trade union shall or shall not sell their goods, transact business, employ, or be employed"; and (3) "any agreement for the application of the funds of a trade union to provide benefits to members."

The effect of this partial recognition of trade union agreements was discussed by JESSEL, M.R., in *Rigby v. Connol* (28 W. R. 650, 14 Ch. D. 482), and the view was emphasized that the Act was intended to safeguard the funds of the unions. The Trade Union Act, 1871, it was said, "was passed primarily with a view to preventing the treasurers and secretaries and officers of these societies from robbing them; that was the chief object. It was discovered that some of these men, abusing the confidence reposed in them, took advantage of the law which made these societies illegal by appropriating their funds and property to their own use." And, after pointing out that another object of the Act was to enable trade unions to hold property and to sue in respect of it, Sir GEORGE JESSEL continued: "But it was not intended that the contracts entered into by the members of the society should be made legal contracts *inter se*, so that courts of justice should interfere to enforce them. If that had been intended the result would have been this, that an agreement between a number of workmen once entered into, compelling them to work in a particular manner, or to abstain from working in a particular manner, would have been enforceable according to law, and to a certain extent would have reduced some portion of the workmen to a condition of something like serfdom and slavery." In that case the rules of a trade union provided that the money arising from the subscriptions of its members should be applicable in various ways for their benefit. The plaintiff, who was alleged to have broken one of the rules, and who had in consequence been expelled from the union, brought his action against the committee and trustees, claiming to be entitled to participate in its benefits, and that the defendants might be restrained from excluding him from such participation. JESSEL, M.R., held that the agreement contained in the rules was an agreement to provide benefits for members, and that, if he decided in favour of the plaintiff, he would be directly enforcing that agreement. He would be declaring the plaintiff entitled to participate in the property of the union, and would be restraining the society from preventing that participation.

The judgment of JESSEL, M.R., in *Rigby v. Connol* shows the nature of the interference by the court which will be regarded as a direct enforcement of an agreement to provide benefits for the members of a trade union, and in such cases the plaintiff can gain no assistance from the Trade Union Act, 1871. Apart

from the Act, the union is an illegal association, and the agreements between its members are not enforceable. A similar decision was given in *Chamberlain's Wharf (Limited) v. Smith* (49 W. R. 91, 1902, 2 Ch. 605), where the Court of Appeal held that a member of an association of tea merchants called the Tea Clearing House, the objects of which were in restraint of trade, could not obtain an injunction against expulsion. On the other hand, where the objects of the society are not in themselves unlawful at common law, as in the case of a friendly society, agreements between the members are not rendered unenforceable by the fact that some of the rules are in restraint of trade. "If the objects of the society are themselves legal," said LINDLEY, L.J., in *Swaine v. Wilson* (38 W. R. 261, 24 Q. B. D. 252), the introduction of some objectionable rules will at most only have the effect of rendering those particular rules invalid."

Where the application to the court is not made with a view to the direct enforcement of an agreement between members of a trade union, but the effect will be to enforce it indirectly, then the exception contained in section 4 of the Act of 1871 does not apply; and since the Act removes from cases falling within it the taint of illegality, the court is enabled to interfere. In *Wolfe v. Matthews* (21 Ch. D. 194) the plaintiffs, who were members of a trade union, alleged that the defendants intended to apply the funds of the union in an unauthorized manner, and they asked for an injunction. A preliminary objection was taken that the action was an attempt to enforce an agreement for the application of the funds of the union to provide benefits for members, but it was overruled by FRY, J., upon the ground that no direct enforcement of the agreement was asked for. "An order," he said, "that the defendants should pay money to the plaintiffs would be a direct enforcement of an agreement for the application of the funds, but all that is sought here is to prevent the payment of the moneys to somebody else. Either that is no enforcement of an agreement at all, or it is an indirect enforcement."

The present case of *Howden v. The Yorkshire Miners' Association* appears, so far as the point in question is concerned, to be on all fours with *Wolfe v. Matthews*, and the Court of Appeal had to settle whether that case was rightly decided. The defendant association proposed to make certain payments for the purpose of assisting members on strike which were alleged to be in violation of the rules. The plaintiff accordingly claimed an injunction to restrain the payment. It is not easy perhaps to understand why the Legislature gave such a grudging recognition to agreements between members of trade unions so far as they relate to participation in benefits, but the provisions of section 4 of the Act of 1871 are express. Agreements for conferring benefits on members are not to be directly enforced. But the form of the provision clearly contemplates that there can be an indirect, as distinguished from a direct enforcement, and upon the indirect enforcement of such agreements no restriction is placed.

The only point then in any given case is whether the intervention of the court will be a direct or indirect enforcement of the agreement. In *Rigby v. Connol*, and *Chamberlain's Wharf (Limited) v. Smith* (*supra*), it was held that the enforcement was direct, and hence the intervention of the court was excluded. Whether under the circumstances of those cases there was really any direct enforcement of an agreement attempted may be open to question. The immediate object of the plaintiffs was to avoid being excluded from the society, and it may be argued that the result of preventing the exclusion would be only indirectly to secure them the benefits of the agreement between themselves and the other members. But however this may be, it can hardly be doubted that, in cases like *Wolfe v. Matthews*, and *Howden v. The Yorkshire Miners' Association* (*supra*), the attempted enforcement of the agreement is indirect, so that there is no fetter on the intervention of the court. The object of the proceedings is simply to preserve the funds of the society intact, so that the members shall be able to participate in them according to the agreement contained in the rules. If any other view were adopted, it would be difficult to prevent an application of the funds which would be an obvious breach of trust, and the beneficial effects of the Act of 1871 would be to a considerable extent lost. The unions may be materially assisted by the intervention of the court under such circumstances, while in no

case can any inconvenience follow so long as, in applying the funds, care is taken to observe the rules which the union has laid down for its own guidance. The present decision, therefore, seems to carry out the policy of the Act.

Reviews.

Company Forms.

CONCISE PRECEDENTS UNDER THE COMPANIES ACTS. THIRD EDITION. By F. GORE-BROWNE, M.A., K.C., assisted by ARTHUR B. CANE, M.A., Barrister-at-Law. Jordan & Sons (Limited).

Since the second edition of this work appeared (January, 1900) the Companies Act, 1900, has come into operation, and the importance of its provisions, and the difficulty in arriving at conclusions as to what they mean, or may be held to mean, is fully appreciated by the authors. The book is divided into chapters dealing with Companies Generally, Memorandum of Association, the Capital of the Company, Companies Limited by Guarantee, Associations not for Profit, Unlimited Companies, Articles of Association, &c. Later on, winding up is dealt with in several chapters, and a separate chapter is devoted to writs, pleadings, and notices of motion. Altogether 688 forms are given, and the chapters containing forms are prefaced with introductory notes.

We are glad to see that the forms, although concise for company forms, are not too concise. Whatever some learned judges may say about the increasing prolixity of certain company forms—especially memoranda of association—there is no doubt that directors like to have it stated in black and white what they may do, and the authors of the present work are only in the fashion when they give a form of memorandum stating objects (a) to (z) with an (aa) object in addition. A shorter form is however given, which is stated to contain the necessary particulars. The ordinary form of articles of association contains 167 clauses. In the form of articles known as "Table A modified" the first clause says that "the regulations contained in the table marked A . . . shall apply to this company save in so far as they are excluded or varied hereby." A somewhat similar form was used in *Fisher v. Black and White Publishing Co.* (1901, 1 Ch. 177), which points out the necessity of taking care to shew clearly which clauses of Table A are to apply and which are to be excluded.

We observe that the authors take the view which has been expressed in this journal (*ante*, p. 125), that under section 8 of the Act of 1900 underwriting commission can only be lawfully paid on shares comprised in an offer to the public. The Act of 1900 is carefully noted throughout the work, and many points arising on it are usefully discussed.

The subject of winding up (including reconstruction) occupies 270 pages. Having regard to section 25 of the Companies Act, 1900, which enables a creditor to apply to the court in a voluntary winding up, the question has more than once been asked, "What advantage is now to be gained by making a supervision order?" The authors, after referring to section 151 of the Act of 1862, point out that where in a voluntary winding up the sanction of an extraordinary resolution is required, in a supervision case the court's sanction is necessary; that in supervision cases, where there is a reconstruction under section 161, the court's sanction is required; and that section 153, avoiding transactions between the commencement of the winding up and the order for winding up, and section 163, as to the avoidance of attachments, sequestrations, distresses, and executions, apply to supervision orders and not to voluntary liquidations. Section 151, the effect of which is given, shews that a supervision order automatically stays actions and other proceedings against the company, instead of merely giving the power to stay which exists in the case of a voluntary winding up, and this is the ground which is generally relied on when a supervision order is applied for.

Other subjects dealt with—the list we give is not exhaustive—are Debentures, Reduction of Capital, Alteration of Memorandum of Association, Promoters, Prospectuses, Stamp Duties, and Clubs; and the important provisions of the Licensing Act, 1902, with reference to clubs are not disregarded. It will be seen that the work is very comprehensive in scope.

The book is a useful addition to the library of the company draftsman.

The Yearly County Court Practice for 1903.

Messrs. Butterworth & Co. and Shaw & Sons have issued a one-volume edition of this work, the two-volume issue of which was reviewed last week (*ante*, p. 220). The book is very handy, and shews by colour on the outer edges the subjects of the various portions of the work.

Books Received.

A Treatise on the Admiralty Jurisdiction and Practice of the High Court of Justice and on the Vice-Admiralty Courts and the Cinque Ports, &c. With an Appendix containing Statutes, Rules as to Fees and Costs, Forms, Precedents of Pleadings and of Bills of Costs. Third Edition. By EDWARD STANLEY ROSCOE, Barrister-at-Law, Assistant Admiralty Registrar, and T. LAMBERT MEARS, LL.D., Barrister-at-Law. Stevens & Sons (Limited).

Shaw's Local Government Manual and Directory for Unions, Urban and Rural District Councils, County Councils, Metropolitan Boroughs, Burial Authorities, &c., for 1903. Corrected to December, 1902. Forty-eighth Year of Publication. Shaw & Sons.

A Guide to Income Tax Practice. By ADAM MURRAY and ROGER M. CARTER, Chartered Accountants (Manchester). Containing a Summary of the Various Enactments relating to Income Tax, Instructions as to the Preparation of Returns for Assessment, and Accounts in Support of Appeals on the Ground of Over-assessment; also for Claiming Exemption and Abatement; and a Concise Popular Digest of the Principal Legal Decisions on the Construction of the Acts. For the Use of Taxpayers. Third Edition. Gee & Co.

Reports of Cases decided by the Railway and Canal Commissioners. By J. H. BALFOUR BROWNE, K.C.; WALTER H. MACNAMARA, a Master of the Supreme Court, Registrar to the Railway and Canal Commission; and RALPH NEVILLE, LL.B., Barrister-at-Law. Vol. XI. of Railway and Canal Traffic Cases. Sweet & Maxwell (Limited).

The Business Man's County Court Guide: A Practical Manual of the Ordinary Procedure in These Tribunals, especially with Reference to Tradesmen's Disputes and the Recovery of Trade Debts, including Practical Information upon Evidence, Special Defences, &c. With Appendices of Table of Fees, Solicitors' Costs, Precedents, and Useful Forms. By CHARLES JONES. Third and Revised Edition. Effingham Wilson.

The Education Act, 1902, with Notes, together with a Summary of the Existing Law and of the Provisions of the Education Act, 1902, Hints to Education Committees and Voluntary School Managers as to Steps Necessary Before the Act comes into Force, Memoranda of the Board of Education, Draft Schemes for Education Committees and for Grouping Voluntary Schools, &c. By MONTAGUE BARLOW, LL.D., M.A., Barrister-at-Law, and H. MACAN, M.A. Butterworth & Co.; Shaw & Sons.

Digest of Workmen's Compensation Cases: being a Digest of the Reports of Cases known as Workmen's Compensation Cases. By R. M. MINTON-SENHOUSE, Barrister-at-Law. William Clowes & Sons (Limited).

The Consumer's Handbook of the Law Relating to Gas, Water, and Electric Lighting. By LAWRENCE DUCKWORTH, Barrister-at-Law. Second Edition. Effingham Wilson.

The Law Quarterly Review, January, 1903. Edited by Sir FREDERICK POLLOCK. Stevens & Sons (Limited).

Correspondence.

Solicitor-Plaintiffs in the City of London Court.

[To the Editor of the Solicitors' Journal.]

Sir,—I enclose copy of the correspondence between this society and Judge Lumley Smith with reference to a rule reported to have been made by his Honour as to the disallowance of counsel's fees in the case of solicitors, plaintiffs in person. E. W. WILLIAMSON.

Law Institution, Chancery Lane, London, W.C., Jan. 28.

P.S.—I have the judge's authority for publishing the correspondence. E. W. W.

The following is the correspondence referred to:

Law Society's Hall, Chancery-lane, W.C.
14th January, 1903.

Dear Judge Lumley Smith,—The Law papers have been commenting on the rule said to have been made by you that you will not allow counsel's fees for conducting cases in the City of London Court in which solicitors are plaintiffs, and as there is evidence that your statement as occasioned much anxiety and dissatisfaction, the Council have requested me to communicate with you.

The Council cannot think that what you said can have been correctly reported, or that you could have meant to lay down as a fixed principle in your court that a plaintiff there, because he happened to be a solicitor, should for that reason be precluded from employing counsel to conduct his case except on the terms that in any event he should not be able to recover the fees from the defendant.

No doubt litigants occasionally appear before the courts in person, a course which is necessarily permitted, but certainly does not receive much encouragement from the judges.

To lay down a hard and fast rule in conflict with a very old adage, which indicates that any man is unwise who becomes his own lawyer, seems hardly consonant with expediency and is scarcely justice, and the Council will be glad, on behalf of the profession, to be assured that it was not your intention to make it a fixed principle in your court that a solicitor-plaintiff should be compelled to conduct his own case.—Yours very truly,

A. K. ROLLIT, President.
His Honour Judge Lumley Smith, K.C., Guildhall

City of London Court,
16th January, 1903.

Dear President,—In answer to your letter of the 14th, it was not my intention to make it a fixed principle in my court that a solicitor-plaintiff should be compelled to conduct his own case.

My remarks were intended to apply only to cases such as the one then before me, an action for costs under £10. In such cases the defendant, if he appears at all, generally appears in person, and complains only of excessive charges, and I expressed my opinion that a solicitor-plaintiff, who generally has to attend the trial as a witness, is presumably competent to conduct such a case.

Nevertheless, I should certify for counsel in a proper case, and I did in fact, though it was not mentioned in the newspaper report, certify for counsel in the case in which I made my remarks, because I was satisfied that the defendant, who did not appear at the trial, had foreshadowed a defence which made it reasonable to instruct counsel.

When the amount recovered is over £10 the scale, of course, allows counsel, and the judge has nothing to do with it.—Very truly yours,

Sir A. K. Rollit, M.P., &c., &c.

LUMLEY SMITH.

Points to be Noted.

Conveyancing.

Mortmain.—The definition of "land" in section 3 of the Mortmain and Charitable Uses Act, 1891 (54 & 55 Vict. c. 73), excludes from the provisions of the Act of 1888 and that Act "money secured on land or other personal estate arising from or connected with land"; and it was held in *Re Sidebottom* (50 W. R. 641; 1902, 2 Ch. 389) that these words include the proceeds of sale of land which is left upon trust for sale, so that such land is not subject to the requirement of section 5 of the Act of 1891 that it must be sold within one year or in default vest under section 6 in the Official Trustee of Charity Lands. But this assumes that there is an immediate trust for sale. If no sale is to take place without a specified consent, which is not given within a year of the testator's death, then *Re Sidebottom* does not apply, and the interest in the land or the proceeds of sale which is given to charities vests in the official trustee. Should, however, the interest be reversionary upon the death of the person to consent, the trust for sale being upon such death absolute, then the reversionary interest is within the exception and it does not vest in the official trustee. Hence, where land was devised on trust for sale, the income to go during the life of the testator's widow as to one-fourth to the widow and as to three-fourths among certain charities, and on the death of the widow the proceeds were to fall into the residue, which was given to the same charities in different proportions, it was held that the interest in the income given to the charities was "land" and vested in the official trustee on default of sale within a year, but that the reversionary interest given to the charities was not "land" and was outside the Mortmain Acts.—*RE RYLAND* (Byrne, J.) (*Times*, 27th inst.).

Common Law.

Statute of Frauds—Contract Not to be Performed Within One Year—Memorandum in Writing.—The plaintiff attended a board meeting of the defendant company on the 6th of December, 1901, as a candidate for a position of service under the company. He alleged that he was then engaged for the term of one year, commencing the next morning—namely, the 7th of December—subject to the condition that he should produce a certain certificate or testimonial. This condition he fulfilled, but the defendants refused to employ him, and he brought this action in the Mayor's Court for damages for breach of the alleged contract. The Common Serjeant directed the jury to find for the defendants on the ground that, in the absence of an agreement in writing, section 4 of the Statute of Frauds prevented the plaintiff from suing, as the contract was one "not to be performed within one year from the making thereof." The plaintiff appealed to the King's Bench Division against this ruling. Held, that if a contract of service is to begin on a day later than the day next after the day on which the contract was made, then the contract was within the statute, but if the service were to begin the next day the contract was not within the statute. Here the contract was made on the 6th of December, 1901, for a year from the morning of the 7th of December. The year therefore terminated on the 6th of December, 1902, and the contract was to be performed within one year, the law taking no notice of part of a day.—*SMITH v. THE GOLD COAST AND ASHANTI EXPLORERS (LIMITED)* (19 T. L. R. 152).

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Company Law.

Adoptive Contracts—Non-privy—Enjoyment of Benefit—“Profits Available for Dividend”—The B. Co., owning patents, and P. on March, 1897, agreed that a licence to use the patents should be granted to P. or a company (the C. Co.) then being formed by him, the consideration to be that (after a preference dividend to its shareholders and after such sum as its directors should set aside as a reserve fund) the C. Co. should pay to the B. Co. out of their “remaining profits available for dividend” certain yearly sums. On adoption of the agreement by the C. Co. it was to be binding on that company. On the 4th of March, the licence, reciting that it was in consideration of the agreement, was granted to P. On the 5th of March an agreement was made between P. and X. (on behalf of the C. Co.) for the sale for cash and shares to the company of the benefit of the first agreement, and the licence and the transfer of the liabilities under the agreement and licence. The B. Co. was not a party to the second agreement or to an agreement of the 8th of April, 1897, between P., X., and the C. Co. (registered on the 8th of March, 1897) whereby the C. Co. adopted the agreement of the 5th of March, and X. was discharged. The licence was used by the C. Co., but never actually assigned to it. The C. Co. in 1889 issued a balance-sheet shewing large profits out of which a sum was carried to reserve fund, and another sum was written off as depreciation, and towards the extinction of the “cost of licences and contracts.” The B. Co. brought an action against the C. Co. claiming a declaration that the latter could not write off against profits any sums for depreciation, and to have the dividend for the year covered by the balance-sheet ascertained. The Court of Appeal held that as there was no privy of contract between the B. Co. and the C. Co., the former had no legal right of action on the agreement of the 3rd of March, against the latter. *Romer, L.J.*, expressed the opinion that the C. Co. was not deprived of its “ordinary right of ascertaining in the proper course of business, and in good faith the profits,” “available for dividend in any one year,” but that if profits thereafter arose the B. Co. might have rights against P. or a right to use his name in proceedings against the C. Co. to recover a share of the profits. The case requires careful comparison with *Howard v. Patent Ivory Manufacturing Co.* (38 Ch. D. 156).—*BAGOT PNEUMATIC TYRE CO. v. CLIPPER PNEUMATIC TYRE CO.* (C. A. Dec. 7, 1901) (1902, 1 Ch. 146).

Result of Appeals.

Appeal Court I.

(Final List.)

Mitchell v. Richard Evans & Co. (Limited). Appeal of defendants from judgment of Mr. Justice Bucknill, dated July 26, 1901, without a jury. Allowed with costs. Jan. 26.

Curlender v. Richardson. Application of defendant for security for costs of appeal (No. 29, K. B. New Trial Paper). £30 in twenty-eight days. Jan. 26.

(New Trial Paper.)

Howden v. The Yorkshire Miners' Association and Others. Application of defendants for judgment or new trial on appeal from verdict and judgment, dated Jan. 16, 1903, at trial before Mr. Justice Grantham and a special jury, Middlesex, and cross-notice of plaintiff (by order), dated Jan. 20, 1903 (advanced by order). Dismissed with costs. Jan. 27.

(Final List.)

George v. Coates. Appeal of defendant from judgment of Mr. Justice Ridley, dated Nov. 7, 1901, without a jury, Middlesex. Allowed with costs. Jan. 28.

Zimble and Another v. Abrahams. Appeal of plaintiffs from judgment of Mr. Justice Darling, dated Nov. 21, 1901, without a jury, Middlesex. Dismissed; specific performance. Jan. 28.

Wilcock v. Greig. Appeal of plaintiff from judgment of Mr. Justice Darling, dated Nov. 29, 1901, without a jury, Middlesex. Dismissed with costs. Jan. 29.

In re an Arbitration between Lord Mostyn and F. H. Fitzsimmons. Appeal of Lord Mostyn from order of Mr. Justice Wright (special case), dated Nov. 27, 1901. Allowed with costs. Jan. 29.

Appeal Court II.

(General List.)

King v. Santley. Appeal of defendant from order of Mr. Justice Kekewich, dated Feb. 20, 1902. Allowed with costs; certificate discharged, and referred back to judge in chambers. Jan. 23.

(For Judgment.)

McConnell v. Wright. Appeal of defendant from order of Mr. Justice Kekewich. Dismissed with costs. Jan. 24.

(Interlocutory List.)

The Metropolitan Railway of Buenos Ayres (Limited) v. F. R. Bright and

Others. Appeal of F. R. Bright from order of Mr. Justice Jelf (for Mr. Justice Joyce), dated Oct. 8, 1902. Dismissed with costs. Jan. 28.

Walsh v. Derrick. Appeal of defendant from order of Mr. Justice Farwell, dated Jan. 20, 1903. Allowed with costs. Jan. 28.

(General List.)

Avery v. Lewis. Appeal of defendant from order of Mr. Justice Joyce, dated March 4, 1902. Dismissed with costs. Jan. 28.

The Duke of Portland v. The North-Eastern Railway Co. Appeal of plaintiff from order of Mr. Justice Swinfen Eady, dated April 30, 1902. Allowed with costs here and below. Jan. 29.

(Compiled by Mr. ARTHUR F. CHAPPLE, Shorthand Writer.)

Cases of the Week.

Court of Appeal.

HOWDEN v. YORKSHIRE MINERS' ASSOCIATION AND OTHERS.

No. 1. 27th Jan.

TRADE UNION—CONTRACTS—ACTION TO RESTRAIN MISAPPLICATION OF FUNDS—“AGREEMENT TO PROVIDE BENEFITS TO MEMBERS”—DIRECT ENFORCEMENT—STRIKE PAY—CONSTRUCTION OF RULES—TRADE UNION ACT, 1871 (34 & 35 VICT. c. 31), s. 4, SUB-SECTION 3.

Appeal by the defendants from the judgment of Grantham, J., at the trial of the action with a jury. The action was brought by the plaintiff, a member of the defendant association, claiming an injunction to restrain the association, a trade union registered under the Trade Union Acts, 1871 and 1876, the general treasurer of the association, and the treasurers of its branch associations, from committing a breach of the rules of the association by paying strike pay to certain miners, who were members of the association, and who were out on strike. The defendant association was formed for the purpose of providing benefits to members, and also for protecting members in disputes with their employers, and for helping them to seek redress for their grievances. Rule 12 of the rules of the association directed a vote of the members to be taken as to “the adoption or prolongation of a strike, alteration of rule or rules, voting away large sums of money, . . . or dismissal of general secretary or other district officials.” By rule 64: “If any branch, member, or members have grievances affecting their wages, mode or manner of working, or the hours of labour, if the employers refuse to remedy these grievances, and, after all proper and peaceful means have been tried to effect a settlement by deputations from members, with the advice and assistance of the council, and such member or members be permitted to cease work by the sanction of the association, in accordance with the rules, such members shall receive 9s. per week for all full members . . . until such time as they can resume work.” By rule 65: “Any branch, or portion of a branch, which may be locked out or otherwise thrown out of employment in consequence of any action that may legally have been taken by the association to keep up the price or remedy any grievances either at that or any other colliery connected with the association, the members of such branch shall be supported after the same rate as the members on strike, until such time as they can get work, or the association decide otherwise.” On the 30th of June the men refused to return to work at the pits where they were employed without having given 14 days' notice to terminate their contracts of service with their employers, as required by their contracts, and without having had the sanction of the association. On the 17th of July the men on strike, acting on the advice of the council of the association, and having taken a ballot of the members, offered themselves for work at the pits, intending to give the requisite 14 days' notice to terminate their contracts, but the employers refused to allow them to work unless they signed a new contract, to which the men objected. The men accordingly did not return to work, but handed in 14 days' notice to terminate their contracts of service. On the 24th of July the first resolution was passed to pay strike pay to the men from the 17th of July. Three main points were raised on the appeal—(1) Whether the action was prohibited by section 4 of the Trade Union Act, 1871; (2) whether if not the plaintiff could sue alone, and whether the action was properly constituted, as the trustees of the association, in whom the moneys were vested, were not parties; and (3) whether the payment of strike pay was contrary to the rules of the society, and, if it was, whether the court would interfere by injunction. To remedy the defect as to the constitution of the action mentioned in the second point, the Court of Appeal, during the hearing, ordered the trustees to be made defendants to the action, so as to give them an opportunity of being heard. Section 4, sub-section 3, of the Trade Union Act, 1871, enacts as follows: “Nothing in this Act shall enable any court to entertain any legal proceeding instituted with the object of directly enforcing or recovering damages for the breach of any of the following agreements—namely, . . . (3) Any agreement for the application of the funds of a trade union—(a) to provide benefits to members. . . .” At the trial, Grantham, J., gave judgment for the plaintiff, and granted an injunction. The defendants appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and MATHEW, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J., said that the plaintiff's contention was that the action was not brought to directly enforce an agreement to provide benefits to members within section 4, sub-section 3, of the Trade Union

Act, 1871, inasmuch as the plaintiff did not claim any sum of money, but merely sought to restrain the misapplication of the funds of the union; and he relied upon the decision of Fry, J., in *Wolfe v. Matthews* (21 Ch. D. 194). That case, in his lordship's opinion, was in point, and shewed that this was not an action to directly enforce an agreement to provide benefit to members within the Act of 1871. The defendants, however, contended that the action was so prohibited, and relied upon the cases of *Rigby v. Connol* (28 W. R. 650, 14 Ch. D. 482) and *Chamberlain's Wharf (Limited) v. Smith* (49 W. R. 91; 1900, 2 Ch. 605), and they contended that the decision in *Wolfe v. Matthews* was wrong. In *Rigby v. Connol* the plaintiff claimed to be entitled to share in the benefits of the union, and to restrain the defendants from excluding him from them. That was clearly an action to directly enforce an agreement to provide benefits to the plaintiff, and Sir George Jessel so held. The same observation applied to *Chamberlain's Wharf (Limited) v. Smith*. Therefore the action was maintainable. Further, the plaintiff could sue to prevent a misapplication of the funds of the association, which was an *ultra vires* act, the trustees now being parties as defendants. Next, upon the true construction of rules 64 and 65 of the rules of the association, the payment of strike pay was, in the circumstances, not authorised, and was therefore a misapplication of the funds of the association. The conditions precedent, specified in rule 64, to the grant of strike pay had not been fulfilled, the sanction of the association not having been obtained before the men left work on the 30th of June. This was not a question of mere internal administration, affecting an individual member, with which the court could not interfere, but amounted to an alteration in the most essential condition relating to the most vital purpose for which the association existed. Nor was this a "lock-out" or a being "thrown out of employment" within rule 65. There was not, as the defendants contended, a throwing out of employment on the 17th of July, when the men offered themselves for work at the pits, and their employers refused to allow them to work except on the terms of signing a new contract. "Thrown out of employment" applied to a case where the continuity of the employment was broken under the circumstances specified in rule 65; and the facts here shewed that the men's contracts of service were at an end, and were treated as being at an end, when the men left their work on the 30th of June. The injunction, therefore, was rightly granted.

STIRLING, L.J., concurred. He had doubts whether the payment of strike pay was not justified by rule 64. It certainly seemed to be the primary meaning of the rule that the sanction of the association should be given before a strike took place. He had doubts, however, whether the subsequent sanction of the association would not do. He would not, however, differ from his brethren upon this point. The rule in question might, in his opinion, be altered by the association. He agreed that rule 65 was not applicable.

MATHEW, L.J., concurred.—COUNSEL, *Montague Lush, K.C., H. T. Waddy, and H. W. W. Wilberforce; Rufus Isaacs, K.C., Danckwerts, K.C., and Loehnis; R. E. L. Vaughan Williams; H. S. Caudley. SOLICITORS, Steadman & Van Praagh, for Arthur Neal, Sheffield; Corbin, Greener, & Cook, for Raley & Sons, Barnsley; Marsh, Sherwood, & Hart, for Carrington & Co., Barnsley.*

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

BROOME v. SPEAK AND OTHERS. No. 1. 23rd, 24th, 26th, and 27th Jan.

COMPANY—PROSPECTUS—CONTRACT BY COMPANY—OMISSION FROM PROSPECTUS—RIGHTS TO BE "HONOURABLY MET"—CANCELLED CONTRACT—CANCELLING CONTRACT—MATERIALITY—COMPANIES ACT, 1867 (30 & 31 VICT. c. 131), s. 38—DIRECTORS' LIABILITY ACT, 1890 (53 & 54 VICT. c. 64), s. 3.

This was an appeal from a decision of Buckley, J., reported in 50 W. R. 614. The facts briefly were as follows: The London and Northern Bank (Limited) was incorporated in April, 1896. On the 9th of May, 1896, an agreement was entered into under which Mr. Bowden, the promoter, was to receive for promotion expenses a sum of £20,000. Subsequently it was resolved to purchase the business of another bank, the Leeds Joint Stock Bank. The directors of this latter bank demanded a 10 per cent. deposit, amounting to £14,250, upon the purchase money. This Bowden undertook to find. On the 21st of September, 1896, the London and Northern Bank wrote a letter to Bowden in which they undertook to repay the amount of the deposit, together with a bonus of £7,500 for the loan, but it was distinctly stated that Bowden himself was to take the risk of forfeiting the deposit in case the purchase fell through. On the 26th of September the agreement for the purchase of the bank was signed, and the £14,250 was deposited. On the 1st of October the contract of the 21st of September was ratified. On the 10th of October a meeting of the directors was held, at which strong exception was taken to the bonus of £7,500. It was finally resolved, with the assent of Bowden, to cancel the contract contained in the letter of the 21st of September, but at the same time the bank gave Bowden an assurance that his "right to receive proper remuneration for commission on introducing the business of the Leeds Joint Stock Bank (Limited) shall be honourably met at a future meeting of the London and Northern Bank (Limited)." On the next meeting of the board on the 20th of October the last minutes were read and confirmed, and a prospectus was settled. The prospectus was issued on the 24th of October, the advice of counsel having been first obtained. But the prospectus contained no reference to the contracts of the 21st of September and the 10th of October. It stated that the only contracts to which the bank was a party were the promotion agreement of the 9th of May and the purchase agreement of the 26th of September. On the faith of the

prospectus the plaintiff applied for and was allotted shares in the bank. Subsequently the bank went into liquidation, and the plaintiff brought this action claiming damages and other relief by reason of the omission of the contract in question from the prospectus. Buckley, J., found in favour of the plaintiff, and the defendants appealed.

THE COURT (COLLINS, M.R., and ROMER and COZENS-HARDY, L.JJ.), dismissed the appeal. In the opinion of the court, the arrangement of the 10th of October constituted a contract of a substantial and material kind. It was a contract to rescind a previous contract, but in part only, for it left an obligation still subsisting. It bound the company to carry out its assurance, and at the proper time to honourably meet the claim of Mr. Bowden for remuneration. It was impossible to hold that the company were at liberty to say that Mr. Bowden was to receive no remuneration for the risk he ran. It was a contract which, under section 38, ought to have been set forth. It was material in that, if its terms had been defined, it might have influenced the plaintiff, and induced him not to take shares. The defendants could not be excused merely because they did not appreciate the legal effect of circumstances which they knew. It was not necessary to consider the defendants' liability under the Directors' Liability Act, 1890, as the plaintiff's cause of action rested mainly on section 38 of the Companies Act, 1867, and was fully established. The prospectus must be "deemed fraudulent."—COUNSEL, *Haldane, K.C., and F. Cassel; Eldon Banks, K.C., and O. L. Clare; Astbury, K.C., and J. Roskill. SOLICITORS, Rowcliffes, Rawle, & Co., for Cooper & Sons, Manchester; Williamson, Hill, & Co., for Storey, Williams, & Storey, Halifax; Waterhouse & Co.*

[Reported by R. R. CAMPBELL, Esq., Barrister-at-Law.]

Re GREENWOOD. GOODHART v. WOODHEAD. No. 2. 22nd Jan.

WILL—CONDITION—CONDITION PRECEDENT—CONDITION SUBSEQUENT—DEATH OF DEVISEE BEFORE COMING INTO POSSESSION—ACT OF GOD.

This was an appeal against a decision of Joyce, J. (reported 1902, 2 Ch. 198). The testator, James Newsome Greenwood, by his will dated in 1853, devised his real estate to trustees, upon trust for his daughter Jane during her life, and after her death for her children. And, if she should have no child, the testator devised his real estate to his cousin William Alexander Newsome, on condition, nevertheless, that in case the testator's wife should be then living, she should have the use and enjoyment for the then remainder of her life of the dwelling-house in which the testator then resided, and on further condition, nevertheless, that he should take and use the name of Greenwood only, but subject to the payment of certain legacies therein mentioned. The testator died in August, 1853, and his wife was also dead. His daughter Jane is now the wife of J. W. Woodhead. She has had no issue, and is in her 59th year. W. A. Newsome died in 1855 without having taken the name of Greenwood, leaving his only son, Colonel W. Newsome, his heir-at-law. Colonel Newsome died in July, 1900; and this summons was taken out by his administrator (the plaintiff) for the purpose of ascertaining the value of the interest (if any) which Colonel Newsome took in the real estate devised by the will of J. N. Greenwood. The question was whether the condition as to taking the name of Greenwood was a condition precedent or a condition subsequent. If it were precedent it was contended that, its performance having now become impossible, the gift must fail. But, assuming that it was a condition subsequent, it was argued that its performance had become impossible by the act of God. Joyce, J., was of opinion that the plaintiff could not succeed unless he could establish each of two things—(1) that the condition in question was not a condition precedent, but was a condition subsequent; and (2) that the performance of the condition became impossible by the act of God, and not by the mere default of the devisee. In his lordship's opinion the plaintiff could not shew the latter, whatever might be the true view of the former. It followed that the action failed. After the delivery of this judgment it was discovered that, for over six months previous to his death, W. A. Newsome had been detained in an asylum with an attack of insanity, which had lasted for about 18 months previously. In these circumstances his lordship, upon the case being again mentioned to him, allowed it to be restored to the paper for further argument upon the question whether the facts as to the insanity of W. A. Newsome ought to make any difference to the judgment. Joyce, J., came to the conclusion that it was not proved that W. A. Newsome was actually incapacitated from performing the condition by the lunacy with which he was afflicted during the last 18 months of his life. The law, his lordship said, with respect to conditions affecting real estate was more stringent in reference to performance than it was with respect to legacies of personal estate. His lordship was not aware of any authority for holding in such a case that the subsequent affliction of the devisee, by either mental or physical infirmity, excused him from the obligation of performance. If the former judgment was right, it was quite immaterial that the infirmity supervened during the lifetime of the testator's daughter. It would furnish no better excuse than it would have done after her death. It was no more reasonable that insanity or premature decay of mind should excuse than that death itself should have that effect. In cases of contract, a party who, but for his own delay, might have performed his obligation before it became impossible, could not afterwards resist an action for non-performance on the ground of impossibility. It was not suggested that W. A. Newsome was not perfectly competent for at least nine months after the testator's death. The result was that the lunacy made no difference in his lordship's previous judgment, and the action must be dismissed. The plaintiff appealed.

THE COURT (COLLINS, M.R., and ROMER and COZENS-HARDY, L.JJ.) allowed the appeal.

COLLINS, M.R.—The sole question in this case turns upon the intention of the testator in using this form of condition. Is it a condition precedent or a condition subsequent? And, if a condition subsequent, subsequent to what date? Joyce, J., has treated the condition as being not a condition precedent. If it is a condition precedent, it is admitted that Mr. Newsome, not having performed it, cannot get the estate. But the learned judge has held that it is a condition subsequent, and that it was not, in fact, performed as required, during the lifetime of the tenant for life, his ground being that the remainder in fee was an estate vested in Mr. Newsome, and that he had it in his power, if so minded, to take the name, and, therefore, as he had not done so at any time during his life, he could not avail himself of the benefit intended for him by the testator, so that the estate, having come to him, had gone from him. The question depends upon the construction of the will, and upon what was the intention of the testator. Upon the construction and upon the authorities it seems to me to be clear law that, when in a will dealing with real estate there is a condition in such a form that it may be considered a condition subsequent, and not a condition precedent, the court ought to construe it as a condition subsequent. That construction is more consistent with the inference of what must have been the intention of the testator. In the present case the language used by the testator points to this, that the occasion he was dealing with was the death of the tenant for life. On the death of the tenant for life, this condition was to come into force, and the testator did not regard it as coming into force till that time. It is important to consider what was the period of time present to the mind of the testator. In my opinion, the words of the will clearly point to Mr. Newsome taking and using the name as soon as he came into possession through the death of the tenant for life. The testator desired that the person who took the estate—that is, became owner in possession—should take the name of Greenwood; and he could not, I think, have intended that such person should be under any obligation to take and use the name until the occasion arose—that is, until he took an estate in possession. Joyce, J., has held that Mr. Newsome might have taken the name in his lifetime, and that, therefore, it cannot be said he was prevented by act of God from taking it. In my opinion, the condition was intended to operate only after the person named had taken possession. The testator did not contemplate that the condition should be performed before he took possession. It appears to me that this is a condition subsequent, and the devisee has been prevented from performing it by the act of God, and is consequently in a position to retain the estate. The appeal must therefore be allowed.

ROMER and COZENS-HARDY, L.JJ., delivered judgments to the same effect.—**COUNSEL**, *Haldane, K.C., Neville, K.C., and E. S. Ford; Neville, K.C., Hughes, K.C., and Clayton; Leigh Clare. SOLICITORS*, *Robins, Hay, Waters, & Hay; Jaques & Co., for Watts & Son, Dewsbury.*

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

High Court—Chancery Division.

TODD v. NORTH-EASTERN RAILWAY CO. Farwell, J. 15th Jan.

PRACTICE—CHANCERY DIVISION—COSTS—TAXATION—APPORTIONMENT—R. S. C. LXV. 2.

This was a summons taken out by the defendants to vary the taxing-master's certificate in the above action. The plaintiffs in the action claimed an injunction to restrain the defendants from altering the level of a road so as to interrupt an access to the plaintiff's premises, and also damages against defendants for entering upon the plaintiff's premises and pulling down part of a wall. The plaintiff failed to obtain the injunction, but the defendants having paid £60 into court in lieu of damages claimed by plaintiff, this sum was accepted as satisfaction. The court made the following order: This court doth order that the £60 paid into court by the defendants in satisfaction of the cause of action stated in paragraph 8 of statement of claim, be paid out to the defendants as directed in the schedule hereto, and it is ordered that the defendants, the North-Eastern Railway Co., do pay to the plaintiffs their costs of this action so far as relates to the said claim stated in paragraph 8 aforesaid, such costs to be taxed by the taxing-master. And it is ordered that the rest of the plaintiff's action do stand dismissed out of this court without costs." The taxing-master allowed the plaintiffs all the general costs of the action. To this the defendants objected on the ground that according to the practice of the Chancery Division in an order of this form the general costs of the action should be apportioned. Had it been the intention of the court that the plaintiffs should receive all the general costs of the action, the order would have been in another form—viz., directing the defendants to pay to the plaintiffs their costs of this action, "except so far as such costs have been increased by the issue upon which the plaintiffs failed." R. S. C. ord. 65, r. 2, as altered in 1902, has made no change in the practice as stated in *Jenkins v. Jackson* (39 W. R. 242; 1891, 1 Ch. 89). The taxing-master, in his answer to objections, said that the addition made to R. S. C. ord. 65, r. 2, in 1902 had altered the practice of the Chancery Division as settled in *Jenkins v. Jackson*. The addition referred to is: "And an order giving a party costs, except so far as they have been occasioned or incurred by or relate to some particular issue or part of his proceedings shall be read and construed as excluding only the amount by which the costs have been increased by such issue or proceedings, but the court or judge, if the whole costs of the action are not intended to be given to the party, may, wherever practicable, by the order direct

taxation of the whole costs and payment of such proportion thereof as the court or judge shall determine."

FARWELL, J.—In my opinion the taxing-master is wrong in the construction he has put on the addition to ord. 65, r. 2. The practice in the Chancery Division is well known, and is stated in *Jenkins v. Jackson*, and that has remained the practice down to the present time, unless the addendum to ord. 65, r. 2, has altered it. I am unable to find anything in that rule which has altered the practice. It is said that the words "the court or judge . . . may . . . direct taxation of the whole costs and payment of such proportion thereof as the court or judge shall determine" have affected the practice of the court. In my opinion, the object of this addition is plain. It was doubted whether a judge had power to avoid the expense and trouble of an apportionment of each item of costs by the taxing-master. This addition was put in to remove that doubt. It is better that the judge should make an apportionment of the costs when the matter is fresh in his mind, and the liberty be allowed him to give fractional shares in the costs, as was done by Kekewich, J., in *Re Pollard* (1902, W. N. 49), and by myself in *Bourne v. Swan & Edgar* (47 SOLICITORS' JOURNAL 92). The taxing-master has put a wrong construction on this rule and the matter must go back to him.—**COUNSEL**, *M. L. Romer; T. Dodd. SOLICITORS*, *A. Kaye Butterworth; Nash, Field, & Co., for W. M. Pybus & Son, Newcastle-on-Tyne.*

[Reported by J. H. DAVIES, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

BLAKELEY v. MULLER & CO. HOBSON v. PATTENDEN & CO.

Div. Court. 20th and 26th Jan.

CONTRACT—ACTION FOR BREACH OF—CORONATION PROCESSION—COMPLETE PERFORMANCE PREVENTED BY A MISFORTUNE BEYOND CONTROL OF EITHER PARTY.

These two appeals from the county court were argued consecutively, the judgments in both being delivered together. The first case was an appeal by the plaintiff from a judgment given for the defendants by Judge Edge, at the Clerkenwell County Court, in an action to recover back 15 guineas which the plaintiff had paid to the defendants for seats to view the Royal Coronation procession, which was to have taken place on the 27th of June, 1902, but which did not take place, owing to the King's illness. The defendants were occupiers of a shop in the Strand. A person named Nuttall, who had been asked by the plaintiff to procure seats for him to view the procession, saw the defendants on the 23rd of May, and selected and engaged three seats at five guineas each, after seeing the plan. He paid the money, and received the following receipt:—"23rd May, 1902. Admit Mr. T. Reeves Blakeley and two friends to seats Nos. 60, 61, 62, Row F, on shop floor tier, to view Coronation Procession on 27th June, 1902. Muller & Co. Received the sum of £15 15s., amount agreed for above seats." The plaintiff was to have had a fourth seat, but did not pay for it. The following was printed on the ticket:—"Coronation of His Majesty King Edward the Seventh. Procession June 27th, 1902. Admit Mr. Blakeley and party to seats Row F, Nos. 59, 60, 61, 62, Muller & Co., 62, Strand, entrance in William Street." The county court judge held that the plaintiff could not recover. For the plaintiff it was now contended that his object was to view the procession, and it was immaterial whether the defendants constructed the seats before or after he paid for them: *Taylor v. Caldwell* (11 W. R. 726, 32 L. J. Q. B. 164) and *The Moorcock* (37 W. R. 439; 14 P. D. 64). There was no positive agreement until a certain event came off: *Krell v. Henry* (18 Times L. R. 823), *Nickoll v. Ashton* (49 W. R. 513; 1901, 2 K. B. 126), *Robinson v. Davison* (19 W. R. 1036, L. R. 6 Ex. 269). There was a failure of the consideration, that the plaintiff should have a view of the procession.

Before delivering judgment in this one, the court desired to hear the arguments in the following case,

HOBSON v. PATTENDEN & Co.

This, a similar case to the last, was an appeal by the plaintiff from a judgment given for the defendants by Judge Addison at the Southwark County Court. The action was brought to recover back 14 guineas paid for two seats at St. Clement Dane's Church, Strand. The plaintiff, who resided at Nottingham, went, in the first instance, to Messrs. Kent & Cooper, of Nottingham, agents for the stand in question, who gave him a prospectus. He then came to London on the 12th of June, and saw the agents at the stand. They showed him the seats, and he picked out two, for which he paid 14 guineas, and received two tickets. The prospectus contained the following statement:—"Messrs. Pattenden & Co. beg to announce that they are erecting a grand stand round the above church, with seating accommodation for 3,000 persons, to view the Royal Coronation Procession of the King and Queen on Friday, June 27th." The ticket contained the following statement:—"The Coronation Procession of King Edward VII. on Friday, June 27th, 1902. St. Clement Dane's Church, Strand, London, W.C. Admit bearer to the Grand Stand." The procession, as stated above, did not take place. The county court judge held that the plaintiff could not recover the sum he had paid. On behalf of the plaintiff it was now contended that the defendants did not sell to the plaintiff seats from which he might view the procession if it took place; that what the defendants had contracted to sell was a view of the procession, and the consideration had, therefore, wholly failed. The following cases were cited: *Taylor v. Caldwell* (*supra*), *Appleby v. Myers* (L. R. 2 C. P. 651, 15 W. R. Dig. C. L. 127) and *Hunt v. Sitk* (5 East 449).

THE COURT (Lord ALVERSTONE, C.J., and WILLS and CHANNELL, JJ.) dismissed both appeals.

LORD ALVERSTONE, C.J., in giving judgment, said that as to the first case it must be taken on the judge's note that the plaintiff's agent, having seen a plan of certain seats which it was proposed to erect on the ground floor of a shop, paid 15 guineas for three seats, and said he would take a fourth seat, for which he was to pay another five guineas. It must be taken that the seats were seats on a structure which was to be erected by the defendants, and the county court judge had proceeded on the basis that the seats were erected. In the second case the facts were really the same. The plaintiff went to agents at Nottingham and got a prospectus describing what would be seen from the St. Clement Dane's stand, came to London, saw the agent on the stand, chose the seats, and paid 14 guineas. In those circumstances, a few days before the procession was to have taken place, the illness of the King occurred, and the procession did not take place. In both cases the plaintiffs sought to recover their money back. In these two cases there was nothing in the contract contemplating the unfortunate contingency which had taken place. It was true that the contracts were entered into with the expectation that the procession would take place, and, from one point of view, the fact that the procession was going to take place was the basis of the contract, because there would have been no contract if the procession had not been going to take place. *Taylor v. Caldwell* decided that, where there was a lawful contract and the performance became impossible from some cause for which neither party was responsible, and the party sued had not contracted or warranted that the event, the non-occurrence of which had caused the contract not to be possible of performance, should take place, then the parties were excused from further performance of the contract. *Taylor v. Caldwell* applied here, and the consequence was that neither party could any longer be sued on the contract for anything that was to be done afterwards. The defendants could not be compelled to complete the seats. The plaintiff no longer had the right to go into the seats and sit there, and if any money was payable by the terms of the contract he could not be sued. If he had not paid, just as the plaintiff in the first case had not paid for the fourth seat, he could not be sued, as *Taylor v. Caldwell* would apply. The plaintiffs, however, sought to recover what they had paid, but there was nothing in *Taylor v. Caldwell* that suggested that where money had been *bond fide* paid, the party who had paid could recover it because the further performance had become impossible. This could not be so. The result of the application of the principles was that each party rested in the same position in which he was found when the event occurred, unless there was something in the terms of the contract which enabled one or the other to say that his rights were controlled by special terms. With regard to the judgment of Darling, J., in *Krell v. Henry*, he did not agree with the part of it that gave the defendant the right to recover the £25 that he had paid. The learned judge, in this case, seemed to have thought that *Taylor v. Caldwell* allowed him to construct the contract which the parties would have entered into if they had had in mind what subsequently happened. There might be cases in which that would be open, but the cases now before the court were not such.

WILLS and CHANNELL, JJ., delivered judgment to the same effect. Appeals dismissed.—COUNSEL: In first case, *Griffiths Jones*; *C. C. Scott*; in second case, *C. McCurdy*; *P. Rose Innes*. SOLICITORS: In first case, *Newton & Driver*; *King, Wigg, & Co.*; in second case, *Gear & Pease*, for *Martin & Sons*, Nottingham; *H. Hilbery*.

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

Law Societies.

United Law Society.

Jan. 26.—Mr. C. H. Kirby presided.—The subject of debate was: "That this House disapproves of the new Licensing Act." Mr. A. H. Richardson opened the discussion, and Mr. George Elliott opposed. The speakers were Messrs. J. B. Matthews, N. Tebbutt, W. F. Reeve, J. F. W. Galbraith, and P. Aylen. Mr. Richardson replied. The motion was lost.

The Solicitors' Managing Clerks' Association.

The annual general meeting of the Solicitors' Managing Clerks' Association was held on Friday, the 23rd of January, in the Old Hall, Lincoln's Inn.

The chair was taken by the President, Mr. J. WALTER HORNE, who laid before the meeting a statement of the satisfactory progress of the Association, and presented the report for the past year.

Mr. W. J. ROBERT (Messrs. Gush, Phillips, & Co.), who has filled the post of Hon. Treasurer for the past five years, was unanimously elected President for the current year.

At a meeting of the Inns of Court Bar Library, recently held, it was proposed by Mr. McCall, K.C., seconded by Mr. Downey, and carried unanimously: "That this committee congratulates its chairman, Mr. Indervick, upon his appointment as Commissioner in Lunacy, and earnestly requests him to continue to act as chairman, and to give the committee and the profession the great benefit of his valuable services." Mr. Indervick thanked the committee for its resolution and consented to retain the chairmanship.

Law Students' Journal.

Calls to the Bar.

The following gentlemen were called to the bar:—

LINCOLN'S INN.—W. F. Trotter, Cert. of Honour C.L.E., Hilary Term, 1903, M.A., LL.M., formerly scholar of Trin. Coll., Camb.; Sirajul Rahman Khan; Eshwar Das Varma; Bodh Raj Sawhny, B.A., LL.B., Cantab., and of Exeter Coll., Oxford; Abdul-Wahid, Lincoln Coll., Oxford; T. O. Kirlew, Ch. Ch., Oxford, B.A.; H. H. Bulcraig, scholar of Caius Coll., Camb., B.A., LL.B.; S. E. Downing, London Univ., LL.B., B.A.; Govind Kashinath Gadgil, junior scholar of Deccan Coll., and B.A. Bombay Univ.

INNER TEMPLE.—M. L. Gwyer, B.A., Oxford, Cert. of Honour, Hilary Term, 1903; H. C. Stutchbury, B.A., Oxford; G. L. Cox, B.A., Oxford; J. H. Irvine, B.A., Oxford; F. L. Val Fildes, B.A., Camb.; J. M. Shillington, B.A., LL.B., Camb.; W. H. N. Bagot, B.A., Camb.; L. J. E. Hooper, B.A., Oxford; F. H. Bowcher, B.A., Camb.; H. W. Goldberg, B.A., Oxford; G. B. Youll, B.A., Camb.; E. Wooll, B.A., Oxford; J. Maitland, B.A., LL.B., Camb.; H. B. H. Hylton-Foster, B.A., Oxford; B. A. Bevan-Petman, M.A., Camb.; G. A. Moncrieff, B.A., Camb.; G. I. Phillips, Oxford.

MIDDLE TEMPLE.—A. Morrison, M.A., B.Sc., Aberdeen, Cert. of Honour, Hilary Term, 1903; F. M. Wheatley, Cert. of Honour, Trinity Term, 1902; R. P. Hughes; O. I. Evans, B.A., Cambridge Mathematical Tripos; Captain H. A. Moore, F.R.G.S.; Ebrahim Mohammed Patali; C. H. P. Lamond, B.A., Oxford; Syed Mustafa Ali, Bengal Univ.; H. M. Hooke; H. C. Tripp; G. A. Vicary; G. W. H. Knight, London Univ.; A. Horton, B.A., Oxford; C. Williams, London Univ.; D. Williams, London Univ.; R. H. Wellington; Chit Hlaing; R. F. Carnegie; Fraig Hassan Budruddin Tyabji, M.A., St. Xavier's Coll.; Syed Sirajul Hassan; C. F. Brockenhausen.

GRAY'S INN.—T. R. D. Parsons, Cert. of Honour, Hilary, 1903, Arden Scholar, Gray's Inn, 1903; C. H. E. Bretherton, B.A., Lincoln Coll., Oxford; J. C. Gupta, B.A., Univ. Coll., Oxford; J. Keogh; A. Froukes, London Univ.; F. R. Bomanji, B.A., Bombay Univ.; J. C. Little, a member of the Irish Bar; R. K. Naug, M.A., Edin. Univ.; R. B. Roden, magistrate in the Colonial Civil Service, of Nevis, West Indies.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Jan. 27.—Chairman, Mr. R. P. C. Johnson.—The subject for debate was: "That the case of *Tolhurst v. The Associated Portland Cement Manufacturers* (1900) (Limited); *The Associated Portland Cement Manufacturers* (1900) (Limited); and *The Imperial Portland Cement Co. (Limited) v. Tolhurst* (1902, 2 K. B. 660), was wrongly decided. Mr. Eustace B. Ames opened in the affirmative, Mr. Cahill seconded in the affirmative; Mr. Percy Hart opened in the negative, Mr. Double seconded in the negative. The following members also spoke: Messrs. Hughes, Dods, Leggett, Cox, Butcher, Wiltshire, Bernstein, Hogan, Russell, Hugh Rendall, Myers, Thompson, and Dowding. The opener having replied, the chairman summed up, and on the votes being taken, the motion was carried by three votes.

BIRMINGHAM LAW STUDENTS' SOCIETY.—The annual meeting of this society was held in the Law Library, Bennett's-hill, on Tuesday evening, the 27th of January, when the chair was occupied by the vice-president, Mr. Walter Barrow. After the reading and adoption of the annual reports and other business, the chairman delivered a very able and interesting address on "The Law Relating to Banks and Banking." A hearty vote of thanks to Mr. Barrow for his services brought the meeting to a close.

Obituary.

Mr. E. Rodwell, K.C.

The death is announced of Mr. Edgar Rodwell, K.C. He was called to the bar in 1846, was made a Queen's Counsel in 1880, and was elected a bencher of the Middle Temple in 1882. He had a good practice, but retired from the bar several years ago, and has since resided at Eastbourne, where, until physical infirmity incapacitated him, he was an active member of the bench of magistrates.

Legal News.

Appointments.

Mr. A. T. LAWRENCE, K.C., has been appointed Commissioner of Assize on the North-Eastern Circuit.

Mr. BIRRELL, K.C., has been elected a Bencher of the Inner Temple, in succession to the late Judge Waddy, K.C.

Changes in Partnerships.

Admission.

Messrs. Hamlin, Grammer, & Hamlin, of 9, Fleet-street, London, solicitors, have taken into partnership Mr. WILLIAM ERNEST HAMLIN, the eldest son of the senior partner. The style of the firm is now Hamlin, Grammer, & Hamlin.

Dissolutions.

FLORANCE MONTEFIORE GUEDELLA and EDGAR FRED CROSS, solicitors (Guedalla & Cross), formerly at 21, Essex-street, Strand, London, and since at Winchester House, Old Broad-street, London. Oct. 1.

JOHN LOUCH, EDWARD QUEKETT LOUCH, and JAMES KELLY, solicitors (Louch, Son, & Kelly), Langport and Yeovil, Somersetshire. Dec. 31. As regards the said James Kelly; the said John Louch and Edward Quekett Louch will be the continuing partners. [Gazette, Jan. 23.]

JABEZ MCDIARMID, FREDERICK WILLIAM HILL, and ARTHUR HALLAM MCDIARMID, solicitors (McDiarmid & Hill), 5, Newman's-court, Cornhill, London. Dec. 31. [Gazette, Jan. 27.]

General.

It is officially announced that a third division of the Court of Appeal will sit in the Lord Chief Justices' Court on and after Monday next, the 2nd of February, which will proceed with the hearing of King's Bench final appeals.

Mr. Inderwick, K.C., is to be entertained at dinner by his friends at the bar on Friday, the 20th of February, at the Hotel Cecil, when Sir Edward Clarke, K.C., will preside. The hon. secretaries are Mr. C. J. Willcock, 1, Dr. Johnson's-buildings, Temple, and Mr. J. Otto, 3, Paper-buildings, Temple.

The Yorke Prize at the University of Cambridge for 1902 has been awarded to C. L. Carr, B.A. LL.B., Trinity College. The examiners were of opinion that the essay by H. M. Adler, M.A., LL.M., of St. John's College, was deserving of honourable mention. The subject of the essay is "The Present Principles of the Law Relating to Corporations."

At the Norwich Assizes on Wednesday there were no prisoners for trial, a thing which Mr. Justice Lawrence, in charging the grand jury, said was without precedent in the history of the county for the last fifty years, and probably long before. The High Sheriff, Sir Thomas Fowell Buxton, presented the learned judge in open court with a pair of white kid gloves trimmed with gold.

Lord Roberts has, says the *Globe*, been served with a subpoena in the War Office itself, and the dutiful process-server carried out his duty so completely as to present the Commander-in-Chief with a shilling for his cab-fare to the Law Courts. The last act seems a little like carrying coals to Newcastle; but "Bobs" is a stickler for procedure, and took the King's shilling with a solemn bow. He is always ready to obey the summons of duty, to go anywhere and do anything.

The Officers' and Clerks' Committee of the Corporation, to whom was referred the consideration of the duties and emoluments of the office of City Remembrancer, vacant by the resignation of Sir Prior Goldney, C.B., have decided to recommend to the Court of Common Council that the duties should be virtually as heretofore, and that the salary should be £1,500. They suggest that the age of candidates should not exceed fifty years, and that they should be empowered to select five for the ultimate choice of the court. There is no stipulation as to legal or other qualifications. The election is likely to take place at the end of February.

Yet another work on Shakespeare by a lawyer is to appear, says the *Globe*. "Essays in Illustration of Shakespeare's Life and Plays," by the late Mr. Elton, Q.C., M.P., one of the most erudite lawyers that ever practised in the Chancery Courts, is among the books to be published by Mr. Murray this spring. Shakespeare would appear to have a peculiar fascination for the legal mind. Lord Campbell collected the legal phrases and allusions in the plays; his Honour Judge Willis, K.C., has strenuously resisted the Baconian theory of authorship; and Lord Penzance devoted the closing years of his life to a minute study of the plays, the results of which have been published in a posthumous work, with a preface from the pen of Mr. Inderwick, K.C.

On the other side of the globe and in democratic America, says the *St. James's Gazette*, Mr. Kipling has been non-suited. Such is the result in the United States Court of Appeal of his action against Messrs. Putnam. The court in its judgment appears to have indulged in *obiter dicta* to which the late Sir Walter Besant would undoubtedly have taken exception. "It is certainly offensive to aesthetic and poetic taste," said the court, "to place such poems as 'Recessional' and the 'Last Chanty' in the same category with pills and soap to be dealt with as so much merchandise." Plainly, a fine poem is much more than merchandise; but so far as it is merchandise, and as regards its merchantable quality, it ought to be protected as well as other property.

On Wednesday, being the grand day of Hilary Term at Gray's-inn, the Masters of the Bench entertained at dinner the following guests: The Hon. Mr. Justice Kekewich, the Hon. Mr. Justice Bucknill, Sir William Anson, Bart., Sir Henry Lawrence, Bart., Lieut.-General Sir Ian Hamilton, K.C.B., D.S.O., Sir Philip Hutchins, K.C.S.I., Lieut.-Colonel Sir Curzon Wyllie, K.C.I.E., Sir James Crichton-Browne, M.D., Sir Douglas Straight, the Treasurer of the Honourable Society of Lincoln's-inn (Mr. R. Horton Smith, K.C.), the Master of the Haberdashers' Company (Mr. John D. Gregory), Mr. W. J. Fisher, and Professor Goudy, D.C.L. The benchers present were: Mr. Henry Griffith (who presided in the absence of the treasurer, Mr. Herbert Reed, K.C.), Lord Shand, Sir Arthur Collins, K.C., his Honour Judge Bowen Rowlands, K.C., Mr. James Shell, Mr. Arthur Beetham, Mr. John Rose, Mr. Paterson, Mr. Mulligan, K.C., Mr. Lewis Coward, K.C., Mr. C. A. Russell, K.C., Mr. Montague Lush, K.C., Mr. Barnard, with the preacher (the Rev. Canon C. J. Thompson, D.D.).

Lord Halsbury, says the *Globe*, continues to shew a preference for stuff gownsmen in his appointments to the county court bench. Seventeen county court judges have been appointed during the past five years, and eleven have been members of the junior bar. Only two appointments were made last year, and both were given to stuff gownsmen, Mr. Walter Lindley filling the vacancy caused by the death of Mr. French, K.C., and Mr. Mansel Jones taking the place of Mr. Waddy, K.C. Mr. Baugh Allen, the latest member of the junior bar to be chosen for the county court bench, was called at the Inner Temple twenty years ago, and is a member of the South-Eastern Circuit. He is the author of a treatise on the Criminal Evidence Act, for which Sir Harry Poland, K.C., wrote an introduction.

Mr. Lewis Morris, writing to the *Times* on Welsh in courts of justice, says: "On Wednesday at the assize here I found that the judge—my friend Sir Walter Phillimore—had inquired of the jury, all peasant farmers from intensely Welsh districts, whether they understood English or not, and on their replying that they did not, promptly instructed the interpreter to translate for the jury the English evidence. The written statement of the prisoner in his defence was similarly translated for them, paragraph by paragraph, as was the judge's charge. And as a result the jury most properly found the prisoner guilty. A second case did not require to be dealt with in this way and was not. The third case, an action for breach of promise, in which the plaintiff, though knowing some English, elected to give her evidence in Welsh, with the full approval of the judge. In this case, too, a thoroughly satisfactory verdict was arrived at with the least possible loss of time."

At a meeting of the Birmingham licensing justices on Wednesday, the following letter from the Home Office was read: "I have laid before the Secretary of State your letter of the 9th inst. forwarding a resolution passed by the Birmingham city justices to the effect that instructions should be given that all prisoners remanded on bail should be searched before they are placed in the dock surrendering to their bail. I am directed by Mr. Akers-Douglas to acquaint you, for the information of the justices, that in the case of surrender to bail in police-courts or courts of petty sessions, the accused surrenders himself to the court or to the police, and the only authority which could legally enforce the search of the person of such accused is the court or the police. I am directed to add that the prison governor has no authority over such prisoners until they are committed to his custody, and the prison officers do not attend police-courts and courts of petty sessions.—I am, sir, your obedient servant, Charles S. Murdoch."

NATIONAL PROVINCIAL BANK OF ENGLAND (LIMITED).—The annual general meeting of the National Provincial Bank of England (Limited) took place on Wednesday, at the head office, Bishopsgate-street, E.C. Mr. Robert Wigram, who presided, referred in feeling terms to the loss sustained by the death of Mr. J. O. Hanson, for many years a zealous director of the bank. In moving the adoption of the report, the chairman dealt with the different items in the accounts, which compared satisfactorily with those of the preceding year. He also pointed out that the cash in hand, and at call and short notice, coupled with the English Government securities, alone represented over £21,000,000, being equal to about 42 per cent. of the customers' deposits. With regard to the Indian and Colonial Government securities and other stocks it would be difficult to find a better collection anywhere of gilt-edged securities, many having been purchased years ago, when investments averaged much less than at the present day. The bank premises in London and the country stood at £500,119, and he believed that the head office alone represented the whole of that item. The chairman then made an interesting comparison of the progress of the bank in the past ten years. This showed that the shareholders had increased from 11,544 to 14,809; the number of branches from 166 to 203; the staff from 1,381 to 1,712; the number of cheques issued for the year from 8,305,840 to 10,623,600; the number of customers from 183,754 to 215,364; while the annual turnover showed an increase in the ten years of £294,577,949. These were striking results, and the proprietors were greatly indebted for them to the zeal and ability displayed by the management and staff of the bank. The report was unanimously adopted, carrying with it the payment of the dividend, making 19 per cent. for the year, free of income tax.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KERRITCH.	Mr. Justice BURN.
Monday, Feb.	2 Mr. Farmer	Mr. Church	Mr. King	Mr. Béal
Tuesday	3 King	Mr. Gresswell	Farmer	Mr. Carrington
Wednesday	4 Theod.	Church	King	Béal
Thursday	5 W. Leach	Gresswell	Farmer	Mr. Carrington
Friday	6 Gresswell	Church	King	Béal
Saturday	7 Church	Gresswell	Farmer	Mr. Carrington
Date.	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.	Mr. Justice SWINEN EARD.
Monday, Feb.	2 Mr. W. Leach	Mr. Pemberton	Mr. B. Leach	Mr. Godfrey
Tuesday	3 Theod.	Jackson	Godfrey	Mr. Leach
Wednesday	4 W. Leach	Pemberton	R. Leach	Jackson
Thursday	5 Theod.	Jackson	Godfrey	Mr. Pemberton
Friday	6 W. Leach	Pemberton	R. Leach	Mr. Carrington
Saturday	7 Theod.	Jackson	Godfrey	Béal

The Property Mart.

Sales of the Ensuing Week.

- Feb. 3.—Messrs. DAVID BURNETT & Co., at the Mart, at 2:—City of London: Profit Rentals, amounting to 6885 per annum, secured upon the Shops, with basements, Nos. 19, 21, and 29, Ludgate-hill, and No. 1, Ludgate-square; let on Leases for the whole term. Solicitor, Japheth Tickle, Esq., London. (See advertisement, Jan. 17, p. 3.)
- Feb. 3.—Messrs. DEBENHAM, TREVOR, FARMER, & BRIDGWATER, at the Mart, at 2:—Red Bull Wharf, Upper Thames-street, City: A valuable Freehold Riverside Property, situate between Cannon-street Railway-bridge and London-bridge, possessing a frontage of about 70 feet to the Thames, and covering an area of nearly a quarter of an acre, with extensive blocks of lofty warehouses, &c., recently erected by Messrs. George Trollope & Sons, the well-known builders. For sale with possession. Solicitors, Messrs. Trollope & Winckworth and Messrs. Munns & Longden, London. (See advertisement, Jan. 24, p. 4.)
- Feb. 5.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—
- REVERSIONS:
- To One-fifth of £4,073 10s., on the decease without issue of a lady aged 52; also to One-fifth of £4,561, on the decease of a lady aged 42. Solicitors, Messrs. Rodgers & Co., Sheffield.
- To One-twenty-fourth of a Trust Fund value £8,900, on the decease of a lady aged 77, subject to contingencies. Solicitors, Messrs. Cockburn & Rodgers, Hove, Sussex.
- To a Moiety of a Trust Estate, Freehold Houses at North Finchley, producing £180 per annum, lady aged 68, providing gentleman, aged 22, survives her. Solicitors, Messrs. Hadden-Woodward & McLeod, London.
- To New Zealand and India Stocks, value £1,964; gentleman aged 70. Solicitors, Messrs. Hunter & Haynes, London.
- To £2,500, being a first charge upon a larger fund; lady aged 50. Solicitor, Walter Tatton, Esq., London.
- POLICIES for £1,000, £1,000, £1,000, £1,000. Solicitors, Messrs. Rodgers & Co., Sheffield, and H. Granger Prior, Esq., Rugby. (See advertisements, this week, back page.)

Winding-up Notices.

London Gazette.—Friday, Jan. 23.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

- CASE AND WRAPPER CO. LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 3, to send their names and addresses, and the particulars of their debts or claims, to James Durie Pattullo, 71 and 72, King William at
- CLINGO AUTOMOBILE SYNDICATE, LIMITED—Petition for winding up, presented Jan. 19, directed to be heard Feb. 3. Robinson, 16, Great Marl st., solicitor for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan. 26
- DOCKHEAD METAL PRINTING AND STAMPING CO. LIMITED—Petition for winding up, presented Jan. 19, directed to be heard Feb. 3. Smith & Hudson, 6, Mincing ln., solicitors for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb. 2
- FINANCE, MINES, AND INDUSTRIES ASSOCIATION, LIMITED—Petition for winding up, presented Jan. 19, directed to be heard Feb. 3. Lawrence & Co., 14, Old Jewry chambers, solicitors for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb. 2

Bankruptcy Notices.

London Gazette.—Tuesday, Jan. 20.

ORDER RESCINDING RECEIVING ORDER.

- GREY, EDWARD CORBINOTUS WILLIAM, Bedford Court messrooms, Barrister at Law High Court Rec Ord Dec 18, 1892 Resc Jan 16, 1903

London Gazette.—Friday, Jan. 23.

RECEIVING ORDERS.

- ADAMSON, JOHN ARTHUR, Whitley Bay, Draper Newcastle-on-Tyne Pet Jan 5 Ord Jan 19
- ARTEY, GEORGE, Lisle st., S.W. High Court Pet Nov 10 Ord Jan 20
- BARRIDGE, ALFRED HENRY, Pontypool, Monmouth, Tailor Newport, Mon Pet Jan 19 Ord Jan 19
- BENNETT, JACK, Leicester, Draper Leicester Pet Jan 20 Ord Jan 20
- BEST, HENRY JAMES, and JOHN BEST, Dewsbury Dewsbury Pet Jan 20 Ord Jan 20
- BILLINGSLEY, RICHARD, Ambleside, Westmorland, Book Maker Kendal Pet Jan 21 Ord Jan 21
- BLANCHER, FREDERICK, Abertillery, Baker Tredgar Pet Jan 19 Ord Jan 19
- BOWEN, THOMAS, Normanton, Plumber Wakefield Pet Jan 20 Ord Jan 20
- CALVERT, G. Woodville rd., Midway pk., Electrical Engineer High Court Pet Dec 29 Ord Jan 20
- CARLSON, FREDERICK JOHN, Walsall, Currier Walsall Pet Jan 20 Ord Jan 20
- CASEWELL, EDWARD HORATIO, Walsall, Harness Maker and Saddler Walsall Pet Jan 15 Ord Jan 15
- CURTIS, JOHN, Twynock, Glass, Grocer Pontypool Pet Jan 19 Ord Jan 19
- DAVID, THOMAS EDWARD, Gt. Yarmouth, Johnmaster Gt. Yarmouth Pet Jan 20 Ord Jan 20
- ELLIS, EDWARD MORRIS, Bradford, Butcher Bradford Pet Jan 19 Ord Jan 19
- ELLIS, WALTER, Wargrave, Berks, Commission Agent High Court Pet Nov 5 Ord Dec 12
- EVANS, DAVID HENRY, Machynallth, Montgomery, Walsingham Aberystwyth Pet Jan 19 Ord Jan 19
- FARRAND, ALBERTA ELIZA, Overton upon Medlock, Manchester Manchester Pet Jan 5 Ord Jan 21
- HALL, RICHARD, Walsall, Grocer Walsall Pet Jan 19 Ord Jan 19
- HENRY, ALBERT WILLIAM, Monmouth, Grocer Newport, Mon Pet Jan 21 Ord Jan 21
- HODGES, GEORGE, Northumberland Heath, Belvedere, Kent, Butcher Rochester Pet Jan 21 Ord Jan 21
- JAMESON, THOMAS, Durham, Coach Builder Durham Pet Jan 19 Ord Jan 19
- JONES, TIMOTHY, Llanelli, Carmarthen, Colliery Bankman Carmarthen Pet Jan 19 Ord Jan 19
- JOWETT, EDWARD, Manningham, Warringtonman Bradford Pet Jan 21 Ord Jan 21

- JULIE, CHARLES SAMUEL, Market Gates, Gt. Yarmouth, Licensed Victualler Gt. Yarmouth Pet Jan 20 Ord Jan 20
- KIRCH, THOMAS, and EDWIN THOMAS KIRCH, Woodford Hays, Northampton, Builders Northampton Pet Jan 14 Ord Jan 14
- KISHER, BENJAMIN, Liverpool, Pawnbroker Liverpool Pet Jan 20 Ord Jan 21
- LUBBOCK, CHARLES JAMES, Westbourne st., Eaton sq., Builder High Court Pet Jan 20 Ord Jan 20
- MCCAFFRY, REGINALD WILLIAM, Chesapeake, Merchant High Court Pet Jan 6 Ord Jan 21
- MOIR, JOHN WILLIAM, Thornaby on Tees, Yorks, Licensed Victualler Stockton on Tees Pet Jan 9 Ord Jan 19
- NETTALL, FRANKS, Wigan, Lancashire, Tea Merchant Wigan Pet Jan 21 Ord Jan 21
- PAYNE, MARSHALL & Co., Munden st., West Kensington, Milk Contractors High Court Pet Dec 31 Ord Jan 21
- PONTER, HERBERT THOMAS, Dersingham, Norfolk, Laundryman King's Lynn Pet Jan 19 Ord Jan 19
- RAYNER, ARTHUR, Chichester, Carpenter Brighton Pet Jan 21 Ord Jan 21
- SALMON, THOMAS ELLIS, Aberystwyth, Cardigan, Licensed Victualler Aberystwyth Pet Jan 20 Ord Jan 21
- SANDERSON, EDWIN, Cuttyke, Castleford, Yorks, General Dealer Wakefield Pet Jan 19 Ord Jan 19
- SCHOFIELD, ALBERT, Tonyandry, Glam., Fish Vendor Pontypool Pet Jan 20 Ord Jan 20
- SHAW, WILLIAM JAMES, and DAVID HENINGWAY SHAW, North Irvington, Leicester, Leather Lace Manufacturers Leicester Pet Jan 20 Ord Jan 20
- SHAYLON, ALBERT HENRY, and EDWARD SHAYLON, Borsley, Birmingham, General Carriage Builders Birmingham Pet Jan 19 Ord Jan 19
- SIMPLEY, WILLIAM, Derby Derby Pet Jan 16 Ord Jan 16
- STEPHENS, JOHN WILLIAM, Bford, Essex, Municipal Clerk Chelmsford Pet Jan 20 Ord Jan 20
- STEWART, HENRY JAMES, Maidstone, Licensed Victualler Maidstone Pet Jan 21 Ord Jan 21
- THOMAS, ELIZABETH, Carmarthen Carmarthen Pet Jan 20 Ord Jan 20
- THOMAS, WILLIAM PHILIP, Aberystwyth, Mon., Chemist Newport, Mon Pet Jan 20 Ord Jan 20
- WALKER, THOMAS, King's Heath, Worcester Birmingham Pet Jan 20 Ord Jan 20
- WATTS, J., Colwyn crescent, Dalton, Butcher High Court Pet Dec 22 Ord Jan 19
- WILLIAMS, WALTER, Cardiff, Coachbuilder Cardiff Pet Jan 17 Ord Jan 17
- WILLIAMSON, JOHN, Ashton under Lyne, Grocer Ashton under Lyne Pet Jan 16 Ord Jan 16

FIRST MEETINGS.

- ADAMS, GEORGE, Ilkerton, Florist and Woodman Jan 31 at 11.30
- ADAMSON, JOHN ARTHUR, Newcastle-on-Tyne, Draper Feb 2 at 11.30
- ARTEY, GEORGE, Lisle st., S.W. Feb 3 at 12 Bankruptcy bldgs, Carey st.

- LONDON AND SCOTTISH BOILER INSURANCE CO. LIMITED—Creditors are required, on or before Feb. 24, to send their names and addresses, and the particulars of their debts or claims, to W. B. Feat, 3, Lothbury. Mackrell & Co., 21, Cannon st., solicitors for liquidator
- KENNEL PUBLISHING CO. LIMITED—Creditors are required, on or before Feb. 2, to send their names and addresses, and the particulars of their debts or claims, to W. E. Barry, 3, Arundel st., Strand. Close & Co., Chorley House, Bloomsbury sq., solicitors for liquidator
- MANCHESTER VIRGIL CO. LIMITED—Creditors are required, on or before March 4, to send their names and addresses, and the particulars of their debts or claims, to Oliver Mason, 3, New court, Lincoln's inn
- SCOTT BROTHERS (LONDON), LIMITED—Creditors are required, on or before March 3, to send their names and addresses, and the particulars of their debts or claims, to Frederick Plimsall, 1A, St. Helen's pl
- SHEFFIELD MODEL DAIRY, LIMITED—Creditors are required, on or before Feb. 28, to send their names and addresses, and the particulars of their debts or claims, to James Henderson, 10, St. James' st., Sheffield
- SOWERBY BRIDGE FOOTBALL AND ATHLETIC CLUB CO. LIMITED—Creditors are required, on or before March 10, to send their names and addresses, and the particulars of their debts or claims, to Charles Aspinall Barton, 28, Townhall st., Sowerby Bridge. Bell, Townhall chambers, Sowerby Bridge, solicitor for liquidator
- W. R. EARP & Co. LIMITED—Petition for winding up, presented Jan. 19, directed to be heard Feb. 3. Layton & Co., 9, Fenwick st., Liverpool, solicitors for petitioner. Notice of meeting must reach the above-named not later than 6 o'clock in the afternoon of Feb. 2
- WALTON-ON-THAMES MINERAL WATER CO. LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 16, to send their names and addresses, and the particulars of their debts or claims, to F. J. Vincent Furnival, 244, High Holborn, liquidator

London Gazette.—Tuesday, Jan. 27.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

- BANKS PROPERTIES, LIMITED—Creditors are required, on or before Feb. 28, to send their names and addresses, together with full particulars of their debts or claims, to William Denton and William Benjamin Lewis, 7, Sweeting st., Liverpool
- KANSAR IRRIGATION CO. LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 31, 1903, to send their names and addresses, and the particulars of their debts or claims, to J. J. Oulet, 189 Winchester House
- LADY EMILY GOLD MINING CO. LIMITED—Creditors are required, on or before Feb. 16, to send their names and addresses, and the particulars of their debts and claims, to James Henry Stephens, 6, Clement's ln., Lombard st.
- LANCASTER RAILWAY CARRIAGE AND WAGON CO. LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 9, to send their names and addresses, and the particulars of their debts or claims, to Benjamin Grogan, Higher Greaves, Lancaster. Holden & Co., Lancaster, solicitors for liquidator
- NEW SOUTH WALES SEARCH SYNDICATE, LIMITED—Creditors are required, on or before March 11, to send their names and addresses, and the particulars of their debts or claims, to Victor Taylor, Warrford court
- NORMAN H. MOUNTFORD & Co. LIMITED—Petition for winding up, presented Jan. 20, directed to be heard at the Court House, Corporation st., Birmingham, on Feb. 10. Whitehouse & Stoddard, 6, Cherry st., Birmingham, solicitors for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb. 9

FOR THROAT IRRITATION AND COUGH "Epps's Glycerine Jujubes" always prove effective. They soften and clear the voice, and are invaluable to all suffering from cough, soreness, or dryness of the throat. Sold only in labelled tins, price 7d. and 1s. 1½d. James Epps & Co., Ltd., Homoeopathic Chemists, London.—[ADVT.]

- BARNES, HARRY, Bingham, Notts, Saddler Feb 2 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
- BROOK, THOMAS, Altofts, Normanton, Plumber Jan 31 at 10 Off Rec, 6, Bond st, Wakefield
- CALVERT, G. Woodville rd., Midway pk., Electrical Engineer Feb 2 at 12 Bankruptcy bldgs, Carey st
- CHADLER, FREDERICK THOMAS, Totton, Southampton, Builder Feb 2 at 3 Off Rec, 172, High st, Southampton
- CROWGAN, JAMES, Southall, Draper Feb 2 at 12 06, Temple chmbrs, Temple av
- DAVIES, JAMES HARRIS, Milford Haven, Pembroke, Butcher Jan 31 at 11 Castle Hotel, Havfordwest
- DELL, THOMAS, Hampden, Bucks, Farmer Jan 31 at 11 1, St Albans, Oxford
- DONERTY, JOHN, Balford, Lancs, Grocer Feb 2 at 2.30 Off Rec, Byrom st, Manchester
- DOWNE, WILLIAM CHARLES, Redcar, Yorks, Draper Feb 3 at 11 Off Rec, 8, Albert rd, Middlesbrough
- DRAPEY, JOHN, Kimberley, Notts, Miner Feb 2 at 12.15 Off Rec, 4, Castle pl, Park st, Nottingham
- DREY, CHARLES ARTHUR WALPOLE, Teddington Feb 2 at 11.30 24, Railway app, London Bridge
- ECCLES, THOMAS, South Shore, Blackpool, Licensed Victualler Feb 3 at 3 Off Rec, 14, Chapel st, Preston
- ELLIS, EDWARD MORRIS, Bradford, Butcher Feb 2 at 3 Off Rec, 29, Tyndal st, Bradford
- ELLIS, WALTER, Wargrave, Berks, Commission Agent Feb 3 at 11 Bankruptcy bldgs, Carey st
- FISHER, HERBERT WILLIAM, Llandudno, Board-inn house Kooper Jan 31 at 11.30 Crypt chmbrs, East-gate row, Chester
- FRIEND, WALTER CHARLES, Deal, Coal Merchant Jan 31 at 11.30 Off Rec, 65, Castle st, Canterbury
- HARLEY, ALEXANDER, Gt. St. Andrew's st., Bookseller Feb 4 at 11 Bankruptcy bldgs, Carey st
- HARRIDENCE, ISAAC, Leamington Spa, Warwick, Slater Feb 2 at 11 Off Rec, 17, Hertford st, Coventry
- HERBERT, SAMUEL, Avenue rd, Hackney Downs, Printer Feb 5 at 2.30 Bankruptcy bldgs, Carey st
- JACKSON, WILLIAM HERBERT, Gt. Yarmouth, Grocer's Assistant Feb 2 at 1 Off Rec, 8, King st, Norwich
- JAY & Co., M. Hutton gln., Wickerwork Manufacturers Feb 2 at 11 Bankruptcy bldgs, Carey st
- JOWETT, EDWARD, Manningham, Bradford, Warehouseman Feb 3 at 3 Off Rec, 29, Tyndal st, Bradford
- KIRKES, BENJAMIN, Liverpool, Pawnbroker Feb 3 at 2 Off Rec, 35, Victoria st, Liverpool
- KUNTZ, LUDWIG, Walthamstow, Baker Feb 4 at 2.30 Off Bankruptcy bldgs, Carey st
- MCLAUGHLIN, H., East India Dock rd, Missionary Feb 5 at 15 Bankruptcy bldgs, Carey st
- MILLER, SOLOMON, Shaftesbury av, Baker Feb 3 at 2.30 Bankruptcy bldgs, Carey st
- PALMER, FREDERICK WILLIAM, Norwich, Plumber Jan 31 at 1.30 Off Rec, 8, King st, Norwich
- PAYNE, MARSHALL & Co., Munden st., West Kensington, Milk Contractors Feb 4 at 13 Bankruptcy bldgs, Carey st

ROOPE, MATTHEW, Bilston, Staffs, Brewer Feb 3 at 11
Off Rec, Wolverhampton
SANDERSON, EDWIN, Castleford, Yorks, General Dealer Jan
31 at 10.30 Off Rec, 6, Bond ter, Wakefield
SILVESTER, ALFRED ISAAC, Kingston upon Hull, Grocer and
Provision Dealer Feb 3 at 11 Off Rec, Trinity House
in Hull
SQUIRES, GABRIEL LAW, Willenhall, Staffs, Lock Manufac-
turer Feb 3 at 11.30 Off Rec, Wolverhampton
TOMLIN, WILLIAM, Stretford, nr Manchester, Pawnbroker
Feb 4 at 3 Off Rec, Bytton st, Manchester
THOMAS, SAMUEL, Derby, Bricklayer Jan 31 at 11 Off
Rec, 47, Full st, Derby
WATTS, J., Colveston cress, Dalston, Butcher Feb 2 at 12
Bankruptcy bldgs, Carey st
WETHERALL, HENRY AUGUSTUS, Folkestone Jan 31 at 12
Off Rec, 68, Castle st, Canterbury
WHEAT, CHARLES, Manchester, Hawker Feb 2 at 12.30
Off Rec, 4, Castle pl, Park st, Nottingham
WILSON, HERBERT ELLIS, Hook, nr Goole, Yorks, Cycle Dealer
Jan 31 at 11.15 Off Rec, 6, Bond ter, Wakefield
WITTER, JOSEPH, Atmley, Leeds, Shoe Dealer's Traveller
Feb 2 at 11 Off Rec, 22, Park row, Leeds
WYBROW, ARTHUR, Chelmsford, Boot Manufacturer Feb 4
at 1 Shirehall, Chelmsford

Amended notice substituted for that published in the
London Gazette of Jan 20:

JORGENSEN, T., Newcastle on Tyne, Provision Importer
Feb 2 at 12 Off Rec, 30, Mosley st, Newcastle upon
Tyne

ADJUDICATIONS.

BRESON, JACK, Leicester, Draper Leicester Pet Jan 20
Ord Jan 20
BEST, HENRY JAMES, and JOHN BEST, Dewsbury Dewsbury
Pet Jan 20 Ord Jan 20
BILLINGTON, RICHARD, Ambleside, Westmoreland, Boot
Maker Kendal Pet Jan 21 Ord Jan 21
BLANCHE, FREDERICK, Abergavenny, Baker Tredegar Pet
Jan 19 Ord Jan 19
BROOKS, THOMAS, Nantorton, Plumber Wakefield Pet
Jan 20 Ord Jan 20
CRAWELL, EDMUND HORATIO, Walsall, Saddler Walsall
Pet Jan 15 Ord Jan 15
CUTTS, JOHN, Treorkey, Glam, Grocer Pontypridd Pet Jan
19 Ord Jan 19
CHATE, WILLIAM WESTLEY, Kingston on Thames, Provision
Merchant High Court Pet Nov 24 Ord Jan 19
DAVIES, THOMAS EDWARD, Gt Yarmouth, Jobmaster Gt
Yarmouth Pet Jan 20 Ord Jan 20
DOWSE, WILLIAM CHARLES, Redort, Yorks, Draper Middles-
brough Pet Jan 6 Ord Jan 17
DURNANT, HAROLD SERVEDUS, Regent st High Court Pet
Dec 5 Ord Jan 20
ELLIS, EDMUND MORRIS, Bradford, Butcher Bradford Pet
Jan 19 Ord Jan 19
EVANS, DAVID HERBERT, Machynlleth, Montgomery, Watch
Maker Aberystwyth Pet Jan 19 Ord Jan 19

GIBSON, HARRY, Melinda pl, St John's Wood High Court
Pet Nov 28 Ord Jan 16
GILBRY, FREDERICK, Watford, Herts, Oil Merchant St
Albans Pet Jan 13 Ord Jan 17
HALES, RICHARD, Walsall, Grocer Walsall Pet Jan 19
Ord Jan 19
HEYNES, ALBERT WILLIAM, Monmouth, Grocer Newport,
Mon Pet Jan 21 Ord Jan 21
HILL, FRANCIS ROBERT, Tooting junc Wandsworth Pet
Sept 23 Ord Jan 19
HOLMAN, GEORGE, Northumberland Heath, Belvedere, Kent,
Butcher Rochester Pet Jan 21 Ord Jan 21
JAMES, WILLIAM CHARLES, Folkestone, Solicitor Canterbury
Pet Dec 2 Ord Jan 17
JAMIESON, THOMAS, Durham, Coach Builder Durham Pet
Jan 19 Ord Jan 19
JOHNSTONE, F. H., Eastbourne Eastbourne Pet Sept 14
Ord Jan 20
JONES, CATHERINE, Bangor, Provision Merchant Bangor
Pet Dec 24 Ord Jan 19
JONES, ROBERT LLOYD, and JOHN WILLIAM JOHN, Penmaen-
mawr, Carnarvon, Butchers Bangor Pet Dec 5 Ord
Jan 21
JONES, TIMOTHY, Llandeib, Carmarthen, Colliery Banks-
mar Carmarthen Pet Jan 19 Ord Jan 19
JORGENSEN, T., Newcastle on Tyne, Provision Importer
Newcastle on Tyne Pet Jan 8 Ord Jan 17
JOWETT, EDMUND, Marnham, Bradford, Warehouseman
Bradford Pet Jan 21 Ord Jan 21
KINCH, THOMAS, and THOMAS EDWIN KINCH, Woodford
Halse, Builders Northampton Pet Jan 14 Ord Jan 20
LUBBOCK, CHARLES JAMES, Westbourne st, Eton sq, Builder
High Court Pet Jan 20 Ord Jan 20
MAYER, JULIUS, Draper's gins High Court Pet Sept 16
Ord Jan 14
NORTHOVER, ALBERT, Acton, Dealer in Horses Brentford
Pet Oct 23 Ord Jan 16
NUTTALL, FRANCIS, Wigan, Tea Merchant Wigan Pet
Jan 21 Ord Jan 21
POINTER, HERBERT THOMAS, Dersingham, Norfolk, Laundry-
man King's Lynn Pet Jan 19 Ord Jan 19
SALMON, THOMAS ELLIS, Aberystwyth, Cardigan, Licensed
Victualler Aberystwyth Pet Jan 20 Ord Jan 21
SANDERSON, EDWIN, Cutsyke, Castleford, Yorks, Boot Dealer
Wakefield Pet Jan 19 Ord Jan 19
SCHOFIELD, ALBERT, Tonyandy, Glam, Fish Vendor
Pontypridd Pet Jan 20 Ord Jan 20
SHAW, WILLIAM JAMES, and DAVID HEMINGWAY SHAW,
North Evington, Leicester, Leather Lace Manufacturers
Leicester Pet Jan 20 Ord Jan 20
SHEDLEY, WILLIAM, Matlock Green, Derby Derby Pet
Jan 16 Ord Jan 16
STEPHENS, JOHN WILLIAM, Ilford, Municipal Clerk Chelms-
ford Pet Jan 20 Ord Jan 20
STUART, JOHN, Watford, Herts High Court Pet Oct 31
Ord Jan 19
SUSSEX, HENRY JAMES, Maidstone, Licensed Victualler
Maidstone Pet Jan 21 Ord Jan 21

THOMAS, ELIZABETH, Carmarthen Carmarthen Pet Jan 20
Ord Jan 20
THOMAS, WILLIAM PHILIP, Aberystwyth, Mon, Chemist New-
port, Mon Pet Jan 20 Ord Jan 21
WALLACE, GREAME FENTON, Duke st, St James', Lieu-
tenant in HM Army High Court Pet Oct 24 Ord
Jan 15
WEBB, ERNEST HENRY, Nazing, Essex, Hay Dealer Hert-
ford Pet Dec 6 Ord Jan 16
WILLIAMS, WALTER, Cardiff, Coachbuilder Cardiff Pet
Jan 17 Ord Jan 17
WILLIAMSON, JOHN, Ashton under Lyne, Grocer Ashton
under Lyne Pet Jan 16 Ord Jan 16

London Gazette.—TUESDAY, Jan 27.

RECEIVING ORDERS.

BARNETT, WALTER, Bournemouth, Professor of Music
Poole Pet Jan 23 Ord Jan 23
BARNICOAT, RICHARD, Boswenboth, Verryan, Cornwall,
Blacksmith Truro Pet Jan 24 Ord Jan 24
BARON, CORNWALL, Liverpool, Fruiterer Liverpool Pet
Jan 19 Ord Jan 23
BIGGIN, HENRY, Heckmondwike, Yorks, Pawnbroker,
Dewsbury Pet Jan 20 Ord Jan 20
BRADLEY, FREDERICK JOSEPH, Sheffield, Bookseller
Sheffield Pet Jan 5 Ord Jan 23
COOPER, HERBERT, Leeds, Traveller Leeds Pet Jan 21
Ord Jan 21
COTTELL, DANIEL, Six Bells, nr Abertillery, Builder
Tredegar Pet Jan 23 Ord Jan 23
DE BEER, EDWARD, Bournemouth, Costumier Poole Pet
Jan 10 Ord Jan 23
DENHAM, FREDERICK, Chadhurst, Potter's Bar, Bookseller
High Court Pet Jan 24 Ord Jan 24
DIXON, CLIFTON, North Malton, Yorks, Tailor Scarborough
Pet Jan 22 Ord Jan 22
DOVE, JOSEPH BURTON, and JOHN JAMES DOVE, Leicester,
Leather Merchants Leicester Pet Jan 22 Ord Jan 22
FISON, WILLIAM POTTERTON, Horningsea, Cambs Cambridge
Pet Jan 24 Ord Jan 24
FLINTOFF, JOHN HARRISON, Kingston on Hull Kingston
on Hull Pet Jan 22 Ord Jan 22
FROST, HENRY GEORGE, King st, Chapsale, High Court
Pet Dec 31 Ord Jan 23
FROST, ALBERT, Old Chesterton, Cambs, Builder Cam-
bridge Pet Jan 24 Ord Jan 24
GATECLIFF, JAMES, Bingley, Yorks Bradford Pet Jan 22
Ord Jan 22
GEDDES, SAMUEL, Carey st, Estate Agent High Court Pet
Nov 8 Ord Jan 23
GODWIN, A., Dulwich Wood Park, Horse Dealer High Court
Pet Dec 31 Ord Jan 23
GOLDBERG, JACOB, Leeds, Woollen Merchant Leeds Pet
Jan 23 Ord Jan 23
GORDON, MARGARET, Chorlton upon Medlock, Manchester,
Vocalist Manchester Pet Jan 24 Ord Jan 24
GUNSTONE, JOHN WATTS, Aldershot, Builder Guildford
Pet Jan 24 Ord Jan 24

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GUTHRIE, WILLIAM, West End In, Kilburn, Gardener High Court Pet Jan 21 Ord Jan 24
 HALL, ALFRED, Earlsfield, Wandsworth, Builder's Foreman Wandsworth Pet Jan 23 Ord Jan 23
 HUGHES, EDMUND, and FRANCIS HUGHES, Lye, Worcester, Builders Stourbridge Pet Jan 21 Ord Jan 21
 HUGHES, WILLIAM, Birmingham, Baker Birmingham Pet Jan 22 Ord Jan 22
 JACKSON, WILLIAM, Derby, Greengrocer Derby Pet Jan 21 Ord Jan 21
 KNIGHT, ELLEN, CAROLINE KNIGHT, and EMILY KNIGHT, Stubbington, nr Fareham, Hants, Confectioners Portsmouth Pet Jan 21 Ord Jan 21
 LANCASTER, THOMAS EDGAR, Thorpe, Builder Norwich Pet Jan 24 Ord Jan 24
 LEIGH, JAMES, Warrington, Baker Warrington Pet Jan 23 Ord Jan 23
 MCSHEDDY, JAMES JOSEPH, Walthamstow, Schoolmaster High Court Pet Jan 1 Ord Jan 24
 MAJOR, ROBERT WILLIAM ORLEY, Beer, Devon, Jeweller Exeter Pet Jan 21 Ord Jan 21
 MAJOR, JOHN SAMUEL, Bolton, Stationer Bolton Pet Jan 22 Ord Jan 22
 MILLER, LOUIS, Peckham, Butcher High Court Pet Jan 19 Ord Jan 22
 OYSTON, EDWARD JOSEPH, Eah Village, County Durham, Wine Merchant Durham Pet Jan 24 Ord Jan 24
 PALMER, THOMAS LLOYD, Lye, nr Stourbridge, Grocer Stourbridge Pet Jan 6 Ord Jan 19
 PARKER, JOHN, Moseley, Worcester Birmingham Pet Jan 22 Ord Jan 22
 PARKER, THOMAS, Horsforth, nr Leeds, Farmer Leeds Pet Jan 23 Ord Jan 23
 PONSOMBY, ARTHUR HENRY, Newport, Mon, Tobacconist Newport, Mon Pet Jan 22 Ord Jan 22
 SCHREYDWAYLOR, PETER, Finsbury pk, Restaurant Keeper High Court Pet Jan 7 Ord Jan 22
 SLAUGHTER, JOHN WILLIAM, Walworth, Plumber High Court Pet Jan 7 Ord Jan 22
 STEPHENS, BEVIS COLLINS, Worle, nr Weston super Mare, Merchant Bridgwater Pet Jan 16 Ord Jan 23
 TAYLOR, TOM, Thornhill, Lees, Yorks, Painter Dewsbury Pet Jan 23 Ord Jan 23
 WHITMORE, JOHN, Leicester, Corn Dealer Leicester Pet Jan 22 Ord Jan 22
 WILLIAMS, HUGH, Portmadoc, Tailor Portmadoc Pet Jan 20 Ord Jan 20
 YORKE, GEORGE, York, Boot Dealer York Pet Jan 5 Ord Jan 21

Amended notice substituted for that published in the London Gazette of Jan 20:

POLLARD, JAMES, Gee Cross, Hyde, Cheshire Ashton under Lyne Pet Dec 31 Ord Jan 15

FIRST MEETINGS.

BARNICOAT, RICHARD, Verran, Cornwall, Blacksmith Feb 5 at 12 Off Rec, Boscawen st, Truro
 BEESON, JACK, Leicester, Draper Feb 5 at 12 Off Rec, 1, Berridge st, Leicester
 BEST, HENRY JAMES, and JOHN BEST, Dewsbury Feb 4 at 11 Off Rec, Bank chmbrs, Corporation st, Dewsbury
 BIGGLES, HENRY, Festigate, Heckmondwike, Pawnbroker Feb 4 at 3 Off Rec, Bank chmbrs, Corporation st, Dewsbury
 BRIGHT, FRANCIS LE VESCOMTE, Moseley, Timber Merchant's Manager Feb 9 at 11 174, Corporation st, Birmingham
 BURTON, HENRY ABEL, and CHARLES ALFRED GRIFFIN, Buxton, Dudley, Furniture Manufacturers Feb 4 at 11 Off Rec, 199, Wolverhampton st, Dudley
 COLLINS, CHARLES, Sparkhill, Furniture Upholsterer Feb 4 at 11 174, Corporation st, Birmingham
 COOPER, HERBERT, Leeds, Traveller Feb 4 at 11 Off Rec, 22, Park row, Leeds
 DENHAM, FREDERIC, Chadhurst, Potters Bar, Bookseller Feb 9 at 12 Bankruptcy bldg, Carey st
 DIXON, CLINTON, Norton, Malton, Yorks, Tailor Feb 6 at 4 74, Newborough, Scarborough
 EVANS, DAVID HERBERT, Machynlleth, Montgomery, Jeweller Feb 24 at 12 Townhall, Aberystwyth
 FROWE, HENRY GEORGE, King st, Cheapside Feb 6 at 12 Bankruptcy bldg, Carey st
 GATECLIFF, JAMES, Bingley, Yorks Feb 5 at 3 Off Rec, 20, Tyttel st, Bradford
 GROGAN, CATHERINE, Ramsgate, Boarding house Keeper Feb 5 at 9.30 Off Rec, 65, Castle st, Canterbury
 HALL, HENRY SCOTT, Dornington, Hereford, Farmer Feb 4 at 3 2, Off st, Hereford
 HABLEY, WILLIAM, Liverpool, Estate Agent Feb 4 at 12 Off Rec, 25, Victoria st, Liverpool
 HITCHCOCK, NORMAN JAMES, Hook, nr Wootton Bassett, Wilts, Baker Feb 4 at 11 Off Rec, 23, Regent circus, Swindon
 HOLMAN, GEORGE, Northumberland Heath, Belvedere, Kent, Butcher Feb 9 at 12.15 115, High st, Rochester
 JOHNSON, GEORGE, Manke by the Sea, Yorks, Saddler Feb 6 at 3 Off Rec, 8, Albert rd, Middlesbrough
 KIRCH, THOMAS, and THOMAS EDWIN KIRCH, Woodford Halse, Northampton, Builders Feb 4 at 12 Off Rec, Bridge st, Northampton
 KING, JOSEPH FANTON, Fagghill, nr Stroud, Glou, Baker Feb 7 at 12 Off Rec, Station rd, Gloucester
 KNIGHT, ELLEN, CAROLINE KNIGHT, and EMILY KNIGHT, Stubbington, nr Fareham, Hants, Confectioners Feb 4 at 3 Off Rec, Cambridge junc, High st, Portsmouth
 LAWRENCE, CHARLES MICHAEL, Liverpool, Grocer Feb 4 at 2 Off Rec, 36, Victoria st, Liverpool
 LEBOCK, CHARLES JAMES, Westbourne st, Eaton sq, Builder Feb 5 at 12.30 Bankruptcy bldg, Carey st
 MAJOR, ROBERT WILLIAM ORLEY, Beer, Devon, Jeweller Feb 12 at 11.30 Off Rec, 9, Bedford circus, Exeter
 MARR, HENRY, Owlerton, Sheffield, Builder Feb 4 at 12 Off Rec, Fytrees ln, Sheffield
 MARR, JOHN SAMUEL, Bolton, Stationer Feb 5 at 2 10, Exchange st, Bolton
 NETTALL, FRANCIS, Wigan, Tea Merchant Feb 5 at 10 Court house, Crawford st, Wigan
 POLLARD, JAMES, Gee Cross, Hyde, Cheshire Feb 4 at 2.30 Off Rec, Byrom st, Manchester

RAYNER, ARTHUR, Chichester, Carpenter Feb 12 at 2.30 Off Rec, 4, Pavillon bldg, Brighton
 ROOPE, FANNY, Hastings Feb 4 at 12.30 County Court Offices, 24, Cambridge rd, Hastings
 SCHREYDWAYLOR, PETER, Finsbury Park, Restaurant Keeper Feb 6 at 11 Bankruptcy bldg, Carey st
 SHAW, WILLIAM JONES, and DAVID HENING SHAW, North Evington, Leather Lace Manufacturers Feb 4 at 12.30 Off Rec, 1, Berridge st, Leicester
 SLAUGHTER, JOHN WILLIAM, Walworth, Plumber Feb 6 at 12 Bankruptcy bldg, Carey st
 SMEDLEY, WILLIAM, Matlock Green, Derby Feb 4 at 11 Off Rec, 47, Full st, Derby
 STEPHENS, JOHN WILLIAM, Ilford, Municipal Clerk Feb 5 at 12 95, Temple chmbrs, Temple av
 SUSSANS, HENRY JAMES, Maidstone, Licensed Victualler Feb 11 at 11 9, King st, Maidstone
 TAYLOR, TOM, Thornhill Lees, Painter Feb 4 at 12 Off Rec, Bank chmbrs, Corporation st, Dewsbury
 THOMAS, WILLIAM PHILIP, Aberystwyth, Mon, Chemist Feb 5 at 10.30 Off Rec, Westgate chmbrs, Newport, Mon
 WALMSLEY, THOMAS, King's Heath, Worcester Feb 4 at 12 174, Corporation st, Birmingham
 WASS, WILLIAM, Boston, Coal Merchant Feb 5 at 12 Off Rec, 4 and 6, West st, Boston

WHITMORE, JOHN, Leicester, Coal Merchant Feb 4 at 3 Off Rec, 1, Berridge st, Leicester
 WILLIAMS, JOSEPH, Aston, Birmingham, Coal Merchant Feb 6 at 11 174, Corporation st, Birmingham
 WILLIAMS, WALTER, Cardiff, Coachbuilder Feb 7 at 11 174, St Mary st, Cardiff
 WILLIAMSON, JOHN, Ashton under Lyne, Grocer Feb 4 at 3.30 Off Rec, Byrom st, Manchester
 WILSON, EDITH, Handsworth, Grocer Feb 5 at 11 174, Corporation st, Birmingham
 WRIGHT, AMOS, Blackpool, Hairdresser Feb 6 at 3.30 Off Rec, 14, Chapel st, Preston
 YORKE, GEORGE, York, Boot Dealer Feb 6 at 12.30 Off Rec, The Red House, Duncombe pl, York

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